The Solicitors' Journal.

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CURRENT TOPICS.

THE COUNCIL of the Incorporated Law Society preserve their vow of secrecy with regard to the draft order under the Solicitors' Remuneration Act, but rumour has it that the difficulty referred to by the chairman has reference to the question of whether, in addition to the remuneration fixed by the scale, disbursements shall be allowed. Our readers will doubtless consider that this is a matter on which a strenuous effort will be expected from the council.

IN PURSUANCE of the direction recently issued, about half-a-dozen actions set down in the Chancery Cause Book have been marked with the letters Q. B. At this rate there will not be a very lengthy list to transfer to the Queen's Bench Division in October. It is, however, understood that all actions in the Chancery Division remaining untried at the end of the present sittings will, if not of the class specially assigned to that Division by the 34th section of the Judicature Act, 1873, be transferred in October to the Queen's Bench Division.

ONE OF THE FEW legislative achievements of the present session will be the Settled Land Bill, which now only awaits the final stage in the House of Commons. The main object of the measure is to empower tenants for life and other limited owners, subject to certain regulations, to sell or exchange the settled land, or to grant building leases for ninety-nine years, mining leases for sixty years, and other leases for twenty-one years, of the settled land. The proceeds may either be invested on the securities mentioned in the Bill, or be applied to the discharge of incumbrances on the settled land, or in payment for any improvement authorized by the Act, or in purchase of other land, or mines convenient to be worked with the settled land, or in certain other modes specified by the Bill. But the Bill also empowers infants absolutely entitled to land to exercise the same powers as are given by it to tenants for life; and married women who are tenants for life, with the concurrence of their husbands, and committees of lunatics under an order of the jurisdiction in lunacy, are also enabled to exercise the powers of a tenant for life. The object, in fact, is to remove, as far as can safely be done, the restrictions on the alienation of land arising from limited ownership or disability. The measure is not to come into operation until after the 31st of December next, and before that date we hope to lay before our readers a detailed commentary on its provisions.

IT HAS BEEN STATED with regard to the *Freethinker* prosecution that a second conviction under the Blasphemy Act (9 & 10 Will. 3, c. 32) has the effect of disqualifying the convicted offender for a seat in the House of Commons. We greatly doubt whether the statute will bear such an interpretation. The words are, that upon a first conviction, the offender "shall be adjudged incapable, and disabled in law to all intents and purposes whatsoever, to have or enjoy any office or offices, employment or employments, ecclesiastical, civil, or military, or any profit or advantage appertaining to them, or any of them," and upon a second conviction he shall be "disabled to . . . be . . . capable . . . to bear any office, civil or military, or benefice ecclesiastical for ever within this realm." The only difference expressed between the consequences of a first and second conviction, so far as disability for office is concerned, is that in the one case no term of disability is mentioned, and the other, the disability is to continue for ever; the context, as it seems to us, showing that there is practically no difference at all, and that the disability is even upon a first conviction to be perpetual. But is House of Commons membership an "office," "employment," or "civil office"? We think it is not an office for many reasons, but perhaps one will suffice. In Com. Dig. tit. Officer (A.), it is said, "The King is the fountain of all power and authority, and by his prerogative has the nomination of all officers originally." Now, the Sovereign has never nominated a member of the House of Commons. Neither can a member of the House of Commons be said to have an "employment" in the legal sense, not having an employer who has a legal right to his services for reward.

IT IS CERTAINLY SURPRISING that nearly seven years after the coming into operation of the Judicature Act, since which time probably half a million affidavits have been filed and used in the Supreme Court, any doubt should exist on the questions referred to last week by our correspondent "G. B." Since 1875 affidavits have constantly been used in the courts, the oaths to which have been administered by the commissioners at places other than their own particular "places of business" or offices. In fact, the question may be said to have been settled *in principle* in the late Lord CRANWORTH'S time, when the Clerks of Records and Writs unsuccessfully urged upon his lordship (as Lord Chancellor) their view that the "London commissioners to administer oaths in Chancery" were limited, in the exercise of their functions, to their own particular offices. And although, since the Judicature Acts and Rules came into operation, there may not have been (as we believe there has not been) any judicial decision on the point, we, nevertheless, think that the practice which has so extensively obtained would be likely greatly to influence the court in determining the question, if raised before it; being supported therein, moreover, by the construction which the Legislature itself has already put upon it in section 74 of the Supreme Court of Judicature (Ireland) Act, 1877. But it may, perhaps, be said that the question involved in the particular point now raised is, not as to the general extent of a commissioner's jurisdiction, but as to whether he is able to exercise his functions within the precincts of a public legal department. We confess that we see no ground for any such distinction in the matter. Section 82 of the Judicature Act, 1873, enables the commissioner to administer oaths "in all causes and matters whatsoever, which may, from time to time, be depending in the High Court of Justice, or in the Court of Appeal"—thus empowering a commissioner to "traverse (so to speak) the proceedings in all the Divisions of the Supreme Court"—in other words, to "exercise his functions, as a commissioner, co-extensively with the jurisdiction of the court itself" (see Braithwaite's Oaths in the Supreme Court, 4th ed., pp. 19 and 21); consequently (as our correspondent "G. B." puts it), the commissioner "is empowered to take affidavits in any place where the Supreme Court has jurisdiction," that is, as well within the precincts of the offices of the court, as elsewhere within that jurisdiction; assuming, of course, that no express official prohibition as to taking affidavits within the precincts of the offices of the court has been given. We cannot concur in "G. B.'s" contention that transaction of ordinary business "as a solicitor" at a public office converts that office, even for the time being, into the solicitor's own office or place of business. But we know that oaths to affidavits intended for use, and used, in the Supreme Court and in its offices, have, times without number, been administered at places other than the commissioners' own offices or places of business—for instance, at the Law Institution; in the chambers of the Vice-Chancellors, and in other offices of the court; even within the

precincts of the courts themselves, whilst sitting. Nor, having regard to the varying exigencies arising in the course of professional business and work, does it appear desirable that the practice should be either prohibited or discouraged. The foregoing observations seem to us to embody the proper and convenient view of the provisions of the Judicature Acts and Rules applicable to the question, and of the practice which has arisen thereupon. We print in another column an opinion obtained by the Council of the Incorporated Law Society from Mr. R. S. WRIGHT, on the general subject of the powers of the commissioners, to which we may draw the attention of our readers, and which appears to be perfectly consistent with the view we have taken upon the particular question discussed above.

THE DOCTRINE of *Cumber* v. *Wane* (3 Str. 426) has been frequently commented upon, and on every opportunity has been whittled away as much as possible. That doctrine, as our readers are aware, is that you cannot discharge a debt by the payment of a smaller sum. The recent case of *Goddard* v. *O'Brien* (L. R. 19 Q. B. D. 37) seems almost to reduce the state of the law to an absurdity. It now stands thus: if I owe a man £10 and pay him £7 on an understanding that that is to satisfy the whole debt, nevertheless the balance remains due; but, if instead of giving him £7 I give him a cheque for £7, the whole debt will be discharged. We are afraid the profane outsider, unfamiliar with the sacred mysteries of the law, might be led into irreverent comments if this point were explained to him. The way in which the original doctrine arose seems tolerably obvious. It is, it would appear, a result of the doctrine of our common law which made a promise *nudum pactum* in the absence of a consideration. Reduced to its constituent parts, the transaction by which a debt of £10 is to be liquidated by payment of £7 involves a promise or undertaking on the part of the creditor, upon payment of the £7, to give up the remainder of the debt. But inasmuch as the payment of £7 is only what the debtor is bound by law to do already, it can form no legal consideration at all for any undertaking. In truth, as it seems to us, the real question in *Cumber* v. *Wane* was whether a debt may be forgiven by word of mouth without consideration, for the payment of £7 can form no consideration. It wiped off £7 of the debt. The real question, to our mind, was whether the remaining £3 could be forgiven without consideration. The way in which the decision in *Goddard* v. *O'Brien* steers clear of the difficulty is that the giving of the cheque may be a consideration. The law will not inquire into the value of the consideration, or whether it is a substantial equivalent. The obligation is to pay in money, but if by agreement a negotiable security is substituted, it is clear that there is a legal consideration, In other words, the case is not one of payment, but of accord and satisfaction. But although a theoretical reason may be given, the state of the law is hardly satisfactory. It seems to us to be a question for consideration how far the doctrine by which a debt can only be released by deed is, at the present day, a sensible doctrine. A debt may be released by deed without consideration. It is clear that the whole of the law about contracts under seal is really at variance with the doctrine of *nudum pactum*. The old writers strive in a manner to reconcile the inconsistency by saying that a deed imports consideration, which is nonsense and untrue in fact. A considerable practical objection to making a promise without consideration legally binding arises from the danger of false allegations of such promises. In the case of a debt, the unscrupulous debtor would not unfrequently resort to an allegation of an oral promise to forgive the debt. In the case of deeds, our ancestors said that the solemnity of affixing the seal gave rise to an irresistible inference that there was a consideration; it would seem more probable that the consideration of real weight was, that the existence of the solemn document obviated the danger above referred to. It seems to us that at the present day it is high time that a debt should be releasable by writing only, without seal. The truth is, that in early days the only distinction was between sealed document and no document at all, for people in general did not write, and executed documents by affixing their seal. For some purposes the distinction between writing under seal and not under seal may be still useful, but we cannot see why a release should at the present day require a seal.

IT IS NOT OFTEN that a *casus omissus* detected by a court in an Act of Parliament is so speedily supplied by amending legislation as has happened in connection with *Reg.* v. *Dyott* (L. R. 7 Q. B. D. 223). It was there decided, on the 22nd of May last, that if a parish has no church or chapel there can be no valid publication of a poor rate therein, within the requirements of 17 Geo. 2, c. 3, as amended by 7 Will. 4, & 1 Vict. c. 25, and, therefore, that no poor rate can be levied in such a parish at all. On the 3rd of July the Royal Assent was given to the "Poor Rate Assessment and Collection Act, 1869, Amendment Act, 1882," 45 & 46 Vict. c. 20, (originally introduced to remedy, and now remedying, the longer slumbering grievance of outgoing occupiers first disclosed by *Werburgh Overseers* v. *Hutchinson*, L. R. 5 Ex. D. 19, and made clearer by the Court of Appeal in *Hare* v. *Putney Overseers*, L. R, 7 Q. B. D. 223); which puts the matter right by directing that in parishes in which there is no church or chapel of the parish (a Nonconformist meeting-house, it should be borne in mind, though popularly, is not legally a chapel) a poor rate shall "be deemed to have been duly published if, within fourteen days after the making of the rate, notice thereof has been given by affixing such notice in some public and conspicuous place or situation in the parish." This being a remedial Act, will no doubt be construed liberally, but what is a "public and conspicuous place" will be a question of law as well as of fact, and it will not follow as a matter of absolute certainty that the place selected by the justices as public and conspicuous will satisfy the statute. Nor, we presume, would a double publication in two insufficient places be legally sufficient. But we do not apprehend that any practical difficulty will arise in applying the statute.

IN THE COURSE of the argument of the Salvation Army case last week it was suggested that possibly the police might have been justified in interfering with a procession of Roman Catholic ecclesiastics carrying the sacred elements through the streets to a sick person, inasmuch as such a procession was said to be prohibited by statute. We have been unable to discover any Act of Parliament which quite covers such a case, although no doubt the 20th section of the Roman Catholic Relief Act (10 Geo. 4, c. 7, which reproduces a part of the still unrepealed 31 Geo. 3, c. 32, s. 11) comes very near to it. That section enacts that "if any Roman Catholic ecclesiastic, or any member of any of the orders, communities, or societies" mentioned in the statute "exercise any of the rites or ceremonies of the Roman Catholic religion, or wear the habits of his order, save within the usual places of worship of the Roman Catholic religion, or in private houses, shall, being thereof convicted by due course of law, forfeit for every such offence the sum of fifty pounds." It is very doubtful whether a mere procession of ecclesiastics, not wearing the habit of any particular order, and unaccompanied by religious service of any kind, would come within these words. And even it did, the remedy of the party grieved would surely be to proceed for the penalty, and not to disturb the procession either with the aid of the police or without it. Moreover, in the metropolis, at all events, "every person who, in any thoroughfare or public place, shall use any threatening, abusive, or insulting words or behaviour, with intent to provoke a breach of the peace, or whereby a breach of the peace may be occasioned," is by the Metropolitan Police Act (2 & 3 Vict. c. 47), s. 54, liable to a penalty of forty shillings, and also to be taken into custody without warrant, which enactment would seem to apply to the disturbers of any lawful procession whatever.

It is announced that Mr. Joseph St. John Yates, county court judge of No. 9 Circuit, has tendered his resignation to the Lord Chancellor. He was appointed in 1847.

Lord Bramwell, in moving the second reading of the Bills of Exchange Bill in the House of Lords on Tuesday, said that although it proposed to codify the law on the subject he did not suppose that it would supersede lawyers and their law books; it would still be necessary to refer to them from time to time. The object of the Bill was to alter the law as little as possible, though it was impossible to avoid a certain amount of alteration. For instance, it was not thought right to retain the difference now existing in the date when a bill of exchange falling due on Christmas-day or Good Friday became payable in England and Scotland—namely, on the day before and day following, respectively. The Bill proposed the same date for both countries.

ANOTHER TRAP FOR UNWARY MORTGAGEES?

LAST week a correspondent made some remarks upon the recent case of *Wigney* v. *Wigney* (30 W. R. 722) which undoubtedly call for some notice; and especially from mortgagees who may have lent, or may be proposing to lend, money on the security of life interests taken under marriage settlements. Whatever tends to unsettle the law by substituting for it an arbitrary discretion of the judges, and whatever tends to deprive mortgagees of what used to be thought their legitimate security, deserves to be looked upon with suspicion. A case which exhibits both these tendencies has a double claim to our attention.

Judicial discretion tends to increase, partly through well-meant but ill-judged efforts after an ideally equitable canon, and partly by the undesigned freaks of legislative blundering. The present case presents the novel and interesting peculiarity, that we are uncertain to which of these two causes we ought to refer the increment contributed by it to the existing stock of judicial discretion. A husband took, under a marriage settlement, a life interest in a part of his wife's property, with an ultimate trust in his favour. After the husband had incumbered his life interest, the parties were divorced *a vinculo matrimonii*, upon the ground of the husband's adultery and cruelty; and the wife applied for an order extinguishing the husband's interest under the settlement. The President of the Probate and Divorce Division ordered that, the wife undertaking to discharge the incumbrances, the trustees should hold the property as if the husband had died in his wife's lifetime, and freed from the ultimate trust in his favour. From this order an appeal was brought by the husband; and it then appeared that, besides the incumbrances, the husband was liable for some simple contract debts incurred in the joint housekeeping before the divorce. The main question turned upon the construction to be put upon one, if not two, of those ornaments of legislation which occur so abundantly in modern Acts of Parliament. The first is the 22 & 23 Vict. c. 61, s. 5:—

> "The court after a final decree . . . may inquire into the existence of ante-nuptial or post-nuptial settlements *made on the parties* whose marriage is the subject of the decree, and may make such orders with reference to the application of the whole or a portion of the property settled either for the benefit of the children of the marriage, or of their respective parents, as to the court shall seem fit."

Much consideration is due to people who are forced to find a meaning for this ambiguous jargon. It contains nothing to restrict its operation to settlements made by the parties to the marriage, except such inference as may be drawn from the epithets "ante-nuptial" and "post-nuptial"; and this is so vague that it might be thought to be rebutted by the contrary influence of the very odd phrase which we have put in italics. Nor do we understand how children of the marriage can be said to have "respective parents," unless the draftsman thought that children have only one parent apiece—daughters probably deriving their sex from the mother, and sons from the father. This not being obscure enough, a further touch was added by the 41 Vict. c. 19, s. 3:—

> "The court may exercise the powers vested in it by the provisions of section five of the" 22 & 23 Vict. c. 61, "notwithstanding that *there are no children of the marriage.*"

The reader's first thought will probably be, that, if there are no children, then there cannot be any "respective parents"; so that, nobody existing for whose benefit an order can be made, the power to make orders is either defunct or nugatory. Something like this seems to have passed through the subtle mind of the Master of the Rolls; but he bravely resisted the insidious suggestion, coming to the conclusion that the section gives "an *absolute* discretion to the court—of course, a judicial discretion." So that we (and our correspondent) must take that point, at least, as settled; though, as was before observed, we are not quite clear to which source the increment of judicial discretion must be referred. And the court affirmed the President's order, subject to an inquiry as to the amount of the simple contract debts, which the court thought should be provided for, besides the incumbrances, out of the husband's life estate.

The decision seems to have proceeded upon the well-known ground of refusing to interfere with an exercise of judicial discretion (which, as we have seen, is, in this case, an "*absolute* discretion"), in the absence of proof that there has been a gross miscarriage. The judges found, not only no gross miscarriage, but nothing unreasonable in what had been done. "The court," said the Master of the Rolls, meaning thereby Sir James Hannen, "has allowed the mortgages which" the husband "created on his life interest to remain; but beyond that it has destroyed his interest under the settlement." But we find nothing to show that, if the court below had *not* "allowed the mortgages to remain," the court above would have considered this to be such a gross miscarriage as to justify their interference. That is to say, it appears that mortgages of this description will, in future, under similar circumstances, depend for their validity upon the discretion of the President of the Divorce Court; and, though we have the fullest confidence in Sir James Hannen's discretion, there is something in this substitution of an appeal to a statutory discretion in the place of a common law right *ex debito justitiæ*, which we find ourselves not able to contemplate with unmixed satisfaction.

Moreover, if the grounds upon which the Court of Appeal seem to have exercised their judicial discretion in admitting the simple contract debts, is to be taken as a guide for the future exercise of judicial discretion in admitting mortgage debts, the consequences are likely to be much more serious. "He incurred those debts," said the Master of the Rolls, "for the expenses of *the joint establishment* of himself and his wife. . . . Would it be right that the wife, *who has had the benefit of the expenditure*, should not pay for it?" We greatly fear that not all transactions coming under these principles could stand this test. When a dissolute husband raises money by mortgage of his life interest there is so far from being any presumption that he means to spend it upon the "joint establishment of himself and his wife," that the circumstances rather indicate what the Conveyancing Act styles a "contrary intention." And we draw the inference, that it may perhaps be expedient for persons proposing to lend money upon such security, to add to their "usual inquiries" an inquiry into the moral character of the proposed mortgagor.

LIQUIDATION OR COMPOSITION PROCEEDINGS BY DEBTORS WITH TRIVIAL ASSETS.

THE somewhat conflicting and confusing decisions which have been given by the Court of Appeal and the Chief Judge in Bankruptcy upon the question of the registration of resolutions for liquidation of the affairs of a debtor whose assets are trivial, or for the acceptance of a small composition in such a case, have caused some degree of bewilderment to those members of the profession whose duty it has been to advise in such cases, and the recent decision of the Court of Appeal in *Ex parte Ball* (*ante*, p. 509), whilst overruling some previous decisions of the Chief Judge, does not render much assistance in the matter, but rather, to our mind, makes the point more difficult than ever. The court in its anxiety to uphold the machinery of the bankruptcy laws from abuse has introduced principles which do not appear to be expressly provided for by the Act, and it is only as those principles come to be applied in other and somewhat different cases that the difficulties of such a course become apparent. We propose to review the various cases upon the point down to the last case of *Ex parte Ball*, with a view of setting before our readers the present position of the law upon the point, and of extracting therefrom for future guidance such lessons in practice as they suggest to our mind.

The point, so far as the reported cases go, appears to have been first taken in *Ex parte Russell, Re Russell* (23 W. R. 817, L. R. 10 Ch. 255), before the Court of Appeal. In that case the liabilities proveable amounted to over £50,000 and the assets to £1,934—made up of book debts, £350; bills and securities, £1,334; and surplus from secured creditors, £250. The debtor was also in receipt of half-pay as a retired colonel. The creditors resolved upon liquidation and granted the debtor an immediate discharge. They also resolved that the debtor should pay to the trustee all his income over £600 per annum. There were other facts in the case, but they do not affect the point we are discuss-

ing. Registration was refused, on the ground that the resolutions were passed manifestly in the interests of the debtor and could not bind a dissenting minority of the creditors, and the Court of Appeal affirmed that decision. The concluding portion of the judgment of Mellish, L.J., lays down the general principles upon which the court should proceed in such cases as follows:—"Under these circumstances the creditors come to resolutions, not merely that there shall be a liquidation by arrangement, but that the debtor shall receive his order of discharge at once, on his executing a deed by which he is to be allowed to receive £600 a year from any source of income that he may have, and covenants only that all beyond £600 a year he will pay over to his creditors. Practically the first effect of that is, he clears his half-pay from paying anything towards his creditors, and he is to keep enough for him to live upon without the slightest security that the creditors will ever get anything. I do not say that there is anything wrong, morally speaking, in the creditors coming to that resolution. I think that, being likely to get little, under any circumstances, the creditors may have been desirous to discharge him. But it seems to me that it is impossible to suppose that the majority of the creditors would come to such a resolution as that *bonâ fide* for what they considered the best for the creditors. It appears to me manifest that the majority of the creditors have been actuated by kindly motives towards Sir William Russell, and I think a resolution of that kind cannot stand against the objection of the dissentient creditors. The Act of Parliament enables a certain majority of creditors to bind the minority, but it must be a majority who are, *bonâ fide*, voting for what they consider to be for the benefit of the creditors and with a view of making the best arrangements for the creditors, and if it is made plain that the resolutions come to are not *bonâ fide* for the benefit of the creditors, but with the intent to discharge the debtor without any real benefit to the creditors, then, in my opinion, the minority of the creditors are entitled to object to the registration of such resolutions."

A few months after the decision in *Ex parte Russell* the question of the acceptance of a trivial composition came before the Chief Judge in the case of *Ex parte Elworthy, Re Elworthy* (23 W. R. 790, L. R. 20 Eq. 742). In that case the debtor's statement of affairs showed liabilities amounting to £130, and assets £7 only, and at the first meeting four creditors, whose debts amounted in the aggregate to £72, attended, and unanimously accepted a composition of threepence in the pound, which was unanimously confirmed at the second meeting by the votes of the same creditors. On the same being presented for registration, the registrar and judge of the Greenwich County Court successively refused to register, but on appeal to the Chief Judge he held that, inasmuch as all the requirements of the Act and Rules had been complied with, the resolutions must be registered. This decision has, however, been disapproved of, as we shall hereafter see. The next case upon the point is *Ex parte Staff, Re Staff* (23 W. R. 950, L. R. 20 Eq. 775), also before the Chief Judge. In that case the debtor's liabilities amounted to £540, and his assets to £32. At the first meeting the creditors resolved upon liquidation by arrangement, and granted the debtor an immediate discharge. Although this case came before the Chief Judge within a month after that of *Ex parte Elworthy*, he stigmatized it as "a somewhat audacious case," and confirmed the order of the court below, refusing registration, and dismissed the debtor's appeal with costs. He based this decision upon the fact that the machinery of the court ought not to be employed in a case where £32 was all the property which a debtor had to hand over to satisfy creditors for £540. In the case of *Ex parte Page, Re Page* (24 W. R. 502, L. R. 2 Ch. D. 323), the question of the acceptance of a small composition came before the Court of Appeal. In that case the liabilities amounted to £1,257, and the assets to £371, and the statutory majority of the creditors accepted a composition of one shilling in the pound, payable in twelve months, which was opposed by one creditor. The Court of Appeal held that such a resolution was not passed *bonâ fide* in the interest of creditors. The decision in *Ex parte Walter, Re Webb* (L. R. 2 Ch. D. 326), also before the Court of Appeal, which is the next in order of date, and in which resolutions for liquidation were passed, proceeded upon the construction of rule 301, and the sufficiency of the statement of affairs presented by the debtor, and not upon the amount of assets for distribution; but it is of some importance upon the point we are discussing from the fact that the creditors also passed a resolution granting the debtor an immediate discharge, which resolution was, however, struck out on registration. *Ex parte Terrell, Re Terrell* (25 W. R. 153, L. R. 4 Ch. D. 293), is the next case on the point. There the liabilities amounted to £11,358, and the assets to £75, with preferential claims amounting to £127, and the creditors accepted a composition of one shilling in the pound, payable within one month from registration without security, and the Court of Appeal confirmed the decisions of two registrars of the London Bankruptcy Court refusing to register the resolutions, on the ground that there were no assets and no security for the composition, but they allowed a fresh meeting to be called to give the creditors an opportunity of passing binding resolutions. Shortly after the last-cited case the Chief Judge, in *Ex parte Williams, Re Williams* (25 W. R. 432), ordered registration of resolutions accepting a composition of sixpence in the pound, payable by two instalments unsecured, where the liabilities amounted to £1,366 and the assets to £50; but this case, as well as *Ex parte Elworthy*, must now be considered as expressly overruled by the last case of *Ex parte Ball* before the Court of Appeal. The case of *Ex parte Aaronson, Re Aaronson* (26 W. R. 470, L. R. 7 Ch. D. 713), is the next upon the point. In that case the liabilities amounted to £1,146 9s. 6d. (including preferential claims, £47 3s. 6d.), and the assets to £187, including £150 the value of furniture which had been seized under a bill of sale, the validity of which, however, was questioned by the debtor. The creditors resolved upon liquidation, but did not grant the debtor any discharge. Registration was opposed by a dissentient creditor and refused by Mr. Registrar Hazlitt, whose decision was affirmed by the Court of Appeal. In another similar case of *Ex parte Martin*, heard the same day (22 SOLICITORS' JOURNAL, 371), the Court of Appeal affirmed the refusal of the registrar to register liquidation resolutions, although no creditor opposed.

Up to this time the cases show that the Chief Judge favoured compositions, however small the amount, but was opposed to liquidations where only nominal assets were shown, whilst the Court of Appeal were equally averse to small compositions and liquidations with small assets. The next three cases, however, before the Court of Appeal would appear to have modified somewhat the very strong views theretofore taken by the court with regard to liquidations, and, consequently, we find the court allowing exceptions to the very stringent rules previously laid down by it. The first case is that of *Ex parte Hope, Re Hope* (27 W. R. 7, L. R. 9 Ch. D. 398), where the liabilities amounted to £43,897, and the assets to £120, in addition to claims which were being prosecuted by the debtor in two suits in chancery. The creditors resolved upon liquidation, and granted the debtor his discharge upon the trustee certifying his consent thereto in writing. The registrar and judge of a county court successively ordered registration, but the Chief Judge reversed that order, and made an order of adjudication. The Court of Appeal held that there was no *mala fides* in the action of the creditors, and restored the order of the county court, ordering registration, with the exception of the resolution for discharge, which was struck out as *ultrà vires*. Again, in *Ex parte Early, Re Golding* (28 W. R. 310, L. R. 13 Ch. D. 300), the Court of Appeal ordered registration of resolutions for liquidation, and granting the debtor an immediate discharge, under the following circumstances:—The debtor's liabilities amounted to £534, and his assets to £85, reduced by sheriff's expenses to £54. There were only five creditors, of whom one, the appellant, had issued execution for £95 after the filing of the petition, and an order restraining him had been granted. At the first meeting of the creditors a composition of one shilling in the pound had been accepted, but this was not confirmed at the second meeting, and the resolutions before mentioned were passed. The registration was opposed by the execution creditor. In delivering judgment, James, L.J., said, "No doubt the assets are very small, and probably they will produce nothing for anyone. But the real contest has been whether one creditor shall take the whole of the assets, or whether they shall be distributed among all the creditors. The debtor may well have honestly thought that his assets should be distributed equally, and the other creditors may

have honestly thought that they should have a share. It is impossible to say that the proceedings show on their face that there has been any abuse of the procedure of the court, or any fraudulent use of the powers of the majority of the creditors." The other case to which we refer, in which the Court of Appeal modified the rules previously laid down in the decisions we have quoted, is *Ex parte Matthewes, Re Sharpe* (L. R. 16 Ch. D. 655). In that case the debtor's statement showed liabilities £1,759, and assets £85, subject to a deduction of £41 8s. for preferential claims. The creditors resolved upon liquidation, granted the debtor an immediate discharge, and voted the trustee £10 for remuneration. Registration was opposed by a creditor for £182, who had commenced an action and had been restrained, but who could at once sign judgment and issue execution if the injunction had been dissolved. Both the Chief Judge and the Court of Appeal confirmed the registration of the resolutions, following *Ex parte Early*. Cotton, L.J., came to this conclusion, "though with reluctance"; but Lush, L.J., stated that he would have come to the same conclusion independently of *Ex parte Early*.

In the last two cases before the Court of Appeal which we propose to quote, the question of a small composition was dealt with, and the court confirmed its previous decisions in *Ex parte Page* and *Ex parte Terrell* refusing to register. The first case was *Ex parte Williams, Re Williams* (50 L. J. Ch. 741), in which the debtor's liabilities amounted to £1,167 8s. 7d., with assets *nil*. At the first meeting twenty-one creditors, whose debts amounted in the aggregate to £811 1s. 11d., attended, and sixteen, amounting to £706 7s. 11d., voted for a composition of twopence in the pound to be paid within three months after registration. At the second meeting ten creditors, amounting to £357 15s. 10d., attended, and eight, amounting to £285 15s. 10d., confirmed the previous resolution. No creditor appeared to oppose on the application to register, but, notwithstanding this, the Court of Appeal laid it down that it is the duty of the registrar to inquire into the *bona fides* of resolutions even though the registration be not opposed before him. The last case of all is the one we mentioned at the commencement of this article—viz., *Ex parte Ball*. There the debtor's liabilities were £1,293 and assets *nil*, but on examination he admitted that he was in receipt of a salary of £5 per week. The statutory majority of creditors resolved to accept a composition of sixpence in the pound, payable within one month from registration, and to be secured to the satisfaction of the chairman of the meeting. These resolutions were duly confirmed and registered. Some dissentient creditors then applied to the court to rescind the registration, but their application was refused by Mr. Registrar Hazlitt, sitting as Chief Judge, he basing his decision upon that of the Chief Judge in *Ex parte Elworthy*. On appeal, however, the resolutions were ordered to be vacated, the Court of Appeal expressly disapproving of the decision in *Ex parte Elworthy*, which they held to be at variance with the decision of the same judge in *Ex parte Staff*. Jessel, M.R., described the proceedings as an abuse of the procedure of the court, and Lindley, L.J., said that they were a scandal.

Having thus collated all the reported authorities upon the subject, let us consider what is their practical effect, first, with regard to liquidations, and, secondly, with regard to compositions. Whilst sympathizing heartily with the desire of the court to prevent mere "whitewashing" by means of these proceedings, it yet appears to us that the court, in laying down the rule it has laid down in liquidation, has somewhat strained both the words and the spirit of the Act of Parliament. For, after all, what is liquidation but another kind of bankruptcy with a slightly different form of procedure? And what is there in the Act of Parliament from beginning to end to prevent the statutory majority of creditors from adopting that form in preference to the regular procedure of an ordinary bankruptcy? A debtor is subject to the same penalties in liquidation if he has committed any act made criminal by the Debtors Act, 1869, and he can at any time be summoned for examination in court under section 96. The great distinction attempted to be drawn between the two is more a fancy of the court than a reality. The Act of Parliament places no limit either on the amount of composition which it is competent for the creditors to accept, or upon the amount of assets which shall exist in liquidation. And why should not the creditors resolve on liquidation without giving the debtor a discharge, in the expectation of the debtor acquiring property before the close of the liquidation which would come into the estate? To compel a debtor's affairs to go into bankruptcy does not really punish the debtor. If he can obtain votes of creditors sufficient to pass a special resolution, he can obtain his discharge in bankruptcy under section 48 of the Act just as easily as in liquidation: *Ex parte Hamilton, Re Hamilton* (26 W. R. 697). And, as was pointed out in our article upon the discharge of a debtor in liquidation (*ante*, p. 507), his position, if his creditors are hostile, is really better in bankruptcy than in liquidation.

Again, how can all the anxiety expressed by the court to prevent abuse be reconciled with the decisions in *Ex parte Early* and *Ex parte Matthewes*? That anxiety seems in those cases to have vanished in the greater anxiety felt by the court to prevent a particular creditor from reaping the reward of his diligence, though his doing so would not be in any way at the expense of the other creditors, for in any event they would not get anything out of the estate. What is there, then, to prevent a debtor who is possessed of only a small amount of assets from delaying the filing of his petition until one or more of his creditors is, or are, in a position to sign judgment and issue execution, and then to institute his proceedings so as to come within the rule laid down in those cases? In fact, a premium is directly held out by those cases for a debtor so situated to act as we have suggested. And in that event, what becomes of all this indignation about the abuse of the machinery of the court? If the present Act remain law for much longer, this point may come more prominently before the court, and, probably, if it should do so, we may have some better rule laid down than it is possible to extract from the (as it seems to us) utterly conflicting cases of *Ex parte Russell* and *Ex parte Aaronson* on the one hand, and *Ex parte Early* and *Ex parte Matthewes* on the other. We can fully understand the earlier decision of *Ex parte Russell*, for in that case the creditors, in addition to resolving on a liquidation, passed other resolutions which were clearly for the benefit of the debtor, by giving him property which ought properly to be divided amongst his creditors. But even in that case it would have been sufficient to have struck those resolutions out as clearly *ultrà vires*, and to have registered the resolutions for liquidation.

Then, with regard to compositions, we would inquire what minimum limit of composition does the Court of Appeal intend to fix? Sixpence in the pound, even though secured, and where the assets are *nil*, will not be sanctioned by the court; that is clear. But would a shilling in the pound have been approved in the case of *Ex parte Ball*? It is hard to say whether it would or not, but we should gather from the decision in *Ex parte Terrell*, and the fact that leave was given in that case to call a fresh meeting of creditors, that a shilling in the pound would have been registered if proper security had been provided. Now, what is there in the Act to fix an arbitrary limit of a shilling in the pound, or any other amount? We are not aware of anything. We fully admit the evil of these nominal compositions, and therefore cordially approve the proposal contained in the Government Bill of last year to provide a minimum limit of five shillings in the pound, but there being no such provision in the present Act, we think that it is straining that Act for the court to fix a limit. We are acquainted with one county court, at least, which has frequently registered resolutions for liquidation where the assets have not been more than from £30 to £50, on the personal undertaking of the solicitor, given in court, that a dividend of not less than sixpence in the pound would be paid. Whatever justification there may have heretofore been for taking this course, it is clear, since the decision in *Ex parte Ball*, that the Court of Appeal would not affirm the registration in such cases in the future. But is there any reason why it should withhold registration if the undertaking were extended to a shilling in the pound? The idea of obtaining such a personal undertaking from the solicitor would no doubt be a novelty to the Court of Appeal, and it might refuse to be influenced by any such undertaking, possibly on the ground that it could not be enforced in any way in case the dividend guaranteed were not reached. But that is a point which has yet to be decided, and in the meantime it appears to us that the amount of dividend has only to be raised to a shilling in the pound to meet the last case of *Ex parte Ball*.

REVIEWS.

CONVEYANCING.

HAYES' CONCISE CONVEYANCER, WITH PRECEDENTS ADAPTED TO THE NEW CONVEYANCING ACT. FOURTH EDITION. By W. B. COLTMAN, Esq., Barrister-at-Law. H. Sweet.

[SECOND NOTICE.]

We come now to the consideration of the precedents in this edition of Hayes, and we will commence with the conditions of sale. The first thing to be observed is that in these Mr. Coltman still makes the vendor agree to deliver an abstract within a specified time. No doubt the precedent books almost invariably contain such a condition, but we believe that in practice (except in the case of sales by the court) this condition is now frequently omitted, and we do not see why the vendor should incur an obligation to deliver the abstract within a specified time. All that seems to be necessary is to require the purchaser to send in his objections and requisitions within a specified time after the delivery of his abstract. We observe also that Mr. Coltman inserts, in the form of general conditions for freeholds or copyholds in one lot, a provision relating to retention by the vendor of muniments of title relating to the property sold and also to other property retained by the vendor. Does he consider the provision of the Vendor and Purchaser Act, 1874, inadequate; or is it the object of the insertion of an express provision on this subject to introduce the stipulation, with which the condition ends, that the vendor will give at the purchaser's expense "the usual acknowledgment of the purchaser's right to the production thereof," so excluding the giving of an undertaking for safe custody? We do not see why the vendor (not being a fiduciary owner) should not give this undertaking; and we observe that in the form of conditions for sale of freeholds *in lots* the vendor is made to agree to give both an acknowledgment and an undertaking as to deeds retained by him. The condition as to incumbrances is full and satisfactory, providing (as the forms in the books seldom do) for "the claims of tenants to compensation for acts of husbandry or otherwise," and for "liabilities to maintain fences and other liabilities of the like description." In the form of conditions for leaseholds in one lot we observe an excellent condition, which, besides providing for the production of the lease and fire policies and counterparts of underleases, or copies, and providing that the purchaser shall be deemed to purchase with full notice of everything contained therein, goes on to say that the purchaser shall be deemed to buy "with full notice of the past and present state of the property as regards repairs and insurance; and such notice shall not be abridged or affected by any partial or inaccurate statement in the particulars." Some well-drawn special conditions of sale will be found at the end of the general conditions. With regard to the general conditions we have said enough to show that they are usually careful and often original. We are not sure, however, that the editor has been quite wise in varying the familiar language of the ordinary introductory conditions.

Some simple forms of wills have been added, mostly adapted from Hayes and Jarman. They appear to be full and accurate, but might probably have been shortened in places with advantage. There is nothing the average testator, and especially the commercial testator, seems to value so much as a terse will, and any eminent editor of a book of precedents who would give a series of forms of wills prepared on the plan of cutting out every unnecessary word would confer a considerable benefit on the profession.

The collection of precedents of mortgages is full and varied. Mr. Coltman gives first the old forms, with the omission of covenants for title, following these with the forms in the schedules to the Conveyancing Act. He justly remarks that the number of cases in which these latter forms can be used is somewhat limited, for the provisions as to statutory mortgages do not apply to copyholds or to personal property except chattels real. In all the precedents Mr. Coltman inserts the clause we quoted last week providing that the mortgagor shall not exercise the statutory powers without the consent of the mortgagee.

The forms of leases present little subject for observation. The number of the forms is somewhat limited, and we think might have been increased with advantage. In particular a precedent of an underlease should have been added. Without going further with our examination of these precedents, we may say that we regard the book as a very valuable addition to the conveyancer's library.

PARTITION ACTS.

THE PARTITION ACTS, 1868, AND 1876: A MANUAL OF THE LAW AND PRACTICE OF PARTITION AND OF SALE IN LIEU OF PARTITION; WITH THE DECIDED CASES AND AN APPENDIX CONTAINING JUDGMENTS AND ORDERS. SECOND EDITION, ENLARGED. By W. GREGORY WALKER, Barrister-at-Law. Stevens & Haynes.

This is a very good manual, practical, clearly written, and complete. The subject lends itself well to the mode of treatment adopted by Mr. Walker, and in his notes to the various sections he has carefully brought together the cases and discussed the difficulties arising upon the language of the different provisions. Since his first edition was published a remarkable *crux* has arisen, owing to the repeal of the Settled Estates Act, 1855, and its re-enactment with variations. Section 8 of the Partition Act, 1868, provides that sections 23 to 25, inclusive, of the Settled Estates Act, 1856, "shall extend and apply to money to be received on any sale effected under the authority of this Act." Which set of enactments is to be considered as incorporated in the Partition Act, sections 23—25 of the Settled Estates Act, 1856, or those sections as altered and re-enacted by the Settled Estates Act, 1877? Mr. Walker, we think correctly, comes to the conclusion that the repeal of the old Act by name cannot operate to repeal for the purposes of the Partition Act the sections which by virtue of the 8th section are to be read into it.

CORRESPONDENCE.

COMMISSIONERS TO ADMINISTER OATHS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to the letter signed "G. B." which appeared in your issue of the 15th inst., on the subject of commissions to administer oaths, I am directed to send you the enclosed copy of an opinion on two questions submitted to counsel on the point referred to.

E. W. WILLIAMSON, Secretary.

The Incorporated Law Society, Chancery-lane, W.C., July 18.

Counsel was requested to advise—

1. Whether a commissioner to administer oaths appointed before the Judicature Act, and whose commission limited him to a particular area, is still confined to such area.

2. Whether commissioners generally are empowered to take declarations in matters not pending in court with or without any limit of locality.

OPINION.

I think it is clear that all new commissioners for taking oaths or affidavits in the Supreme Court, appointed by the Lord Chancellor under section 84 of the Judicature Act, 1873, by commissions in the general form now in use, have power to take oaths or affidavits in all parts of England in causes or matters pending in the Supreme Court. They have also, in my opinion, power to take in all places declarations of all kinds (and not merely in causes or matters in the Supreme Court) under 5 & 6 Will. 4, c. 62. The word "now," as used in section 18 of that Act ("officer *now* by law authorized"), must be construed to refer to the *kinds* of officers then authorized, which included common law commissioners in town and country, and chancery commissioners in London. These old commissioners could, within their limits of locality, take declarations whether in causes or otherwise. The new commissioners inherit the powers of all such old commissioners without the old limits of place, and I think that they have the same power to take declarations, and either in causes or otherwise, but without limit of place. They have also for the same reason power under 32 & 33 Vict. c. 38, to take bails and recognizances.

With regard to commissioners appointed before the Judicature Act there is more difficulty, but I am of opinion that section 82 of the Judicature Act is not limited by anything in section 77, and that the operation of section 82 would probably be held to be perfectly general, like that of section 84, and such as in effect to strike out of the old commissions all limitations of place, just as it certainly strikes out all limitations of court (other than the Bankruptcy Court), and this, not only in relation to causes and matters in the Supreme Court, but also in relation to declarations under 5 & 6 Will. 4, c. 62, because (on the same reasoning as in the former answer) the power to take declarations, whether in causes or otherwise, is attached to the power to administer oaths. Similarly the old common law commissioners, in my opinion, continue to have power to take bails and recognizances under 32 & 33 Vict. c. 38, and the old chancery commissioners have acquired the same power by being invested with the authority of common law commissioners.

I am inclined to think that even before the Judicature Acts there was *power* to issue commissions to both London or country commissioners unlimited in respect of locality; both at common law under 29 Charles 2, c. 5, and 22 Vict. c. 16, and in chancery under 16 Vict. c. 78. The reasoning in the *Case of the Record Clerks* (3 De G. M. & G. 723, not so well reported in 23 L. J. Ch. 1002) appears to me to involve this, but for the actual limitations in the old commissions, and these actual limitations are now, in my opinion, swept away by the Act.

The Fines and Recoveries Act (3 & 4 Will. 4, c. 74, ss. 81, 82), as to acknowledgments of married women, does not appear to be affected by the Judicature Acts. The perpetual and special commissions under these Acts must be obtained from the Lord Chief Justice as representing the Chief Justice of the Common Pleas (see the Judicature Act, 1881, s. 26). Ordinary commissioners cannot, under the Lord Chancellor's commission,

take such acknowledgments, because they are not causes or matters in the Supreme Court, and are not oaths, affidavits, or declarations.

Temple, Feb. 18. R. S. WRIGHT.

ADMINISTRATION ACTIONS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In your issue of the 15th inst. you comment on Mr. Justice Manisty's refusal to make the usual administration order in the case of *In re Cottrell, Woods* v. *Cottrell.*

The facts of the case are not stated, except that the plaintiffs were specific legatees, that the writ was issued in 1880, a receiver appointed in 1881, and that the hearing came on in January, 1882; but we may infer from the quoted remarks of Mr. Justice Manisty that the trustees of the will were respectable persons, and that the plaintiffs did not allege fraud, breach of trust, or misconduct of any kind on the part of the trustees. Neither are we told who the residuary legatees were, or whether they approved of the estate being administered under the direction of the court. Assuming, as I imagine I may fairly do, that the residuary legatees would have preferred that the trusts of the will should be carried out by the trustees, I confess that I am not surprised that Mr. Justice Manisty should consider it "*contrary to all notions of justice*" and "*gratuitously cruel to the parties*" to make the order asked for.

Now I am well aware that it is the *rule* in the Chancery Division for administration orders to be made as a matter of course, and this entirely irrespectively of the question whether the trustees have shown themselves unworthy of confidence, or whether the majority of the parties interested under the will oppose the application or not. I am aware, for instance, that a pecuniary legatee of £500 may, without alleging any reason, have an administration order, although all the other legatees (pecuniary, specific, and residuary) may be quite content to leave the winding up of the estate in the hands of the trustees; and it is against this *rule* that I protest. In my humble judgment it would be more to the interest of the public if the judges of the Chancery Division were, in such cases, to exercise a discretion, and not suffer themselves to be bound by what is, at the most, the practice of the chancery courts, and not the effect of any legislative enactment.

I am only suggesting that each case should be decided on its own merits. If the judge thinks it a case in which it will be for the advantage of the parties generally that the estate should be administered under the direction of the court, or if the plaintiffs show that their interests are likely to be prejudiced by the administration being left to the trustees, then by all means let the order be made; but, on the other hand, I think it extremely cruel that such an order should be made, when it manifestly will not be for the benefit of any one of the legatees, and although nine-tenths of them resist it.

In the case of *Woods* v. *Cottrell* we are told that "there was no opposition to the plaintiffs' claim at the bar." Very likely. Counsel invariably advise that such a claim cannot be successfully resisted, and, therefore, however much their clients dislike the idea of administration by the court, when the case is called on they do not oppose. I should much like to see this question ventilated in your columns by those more competent to deal with it than I am, and I firmly believe it would be found that very many solicitors will indorse the remarks of Mr. Justice Manisty in *Woods* v. *Cottrell.* T. P.

July 17.

[Perhaps the remarks, but hardly the decision. Judges are appointed to administer the law, not to alter it.—ED. S. J.]

CASES OF THE WEEK.

TRUSTEE IN BANKRUPTCY—DIRECTIONS OF CREDITORS—POWER OF COURT—RESOLUTION NOT PASSED BONA FIDE—BANKRUPTCY ACT, 1869, ss. 14, 20.—In a case of *Ex parte Cocks*, before the Court of Appeal on the 14th inst., a question arose upon the construction of section 20 of the Bankruptcy Act, 1869, which provides that "the trustee shall, in the administration of the property of the bankrupt and in the distribution thereof amongst his creditors, have regard to any directions that may be given by resolution of the creditors at any general meeting," and that "subject to the provisions of this Act, and to such directions as aforesaid, the trustee shall exercise his own discretion in the management of the estate, and its distribution amongst the creditors. The trustee may from time to time summon general meetings of the creditors for the purpose of ascertaining their wishes, he may also apply to the court, in manner prescribed, for directions in relation to any particular matter arising under the bankruptcy." Section 14 also provides, with reference to the first general meeting of the creditors, that the creditors "may, by resolution, give directions as to the manner in which the property is to be administered by the trustee, and it shall be the duty of the trustee to conform to such directions, unless the court for some just cause otherwise orders." In *Ex parte Cocks* the trustee in a liquidation had examined some witnesses with the view of obtaining evidence to enable him to set aside as fraudulent preferences certain payments which had been made by the debtors shortly before they filed their petition. Before he had commenced any proceedings for this purpose, a meeting of the creditors was summoned by him in pursuance of a requisition of some of the creditors. At the meeting resolutions were passed directing the trustee to take no further steps in the examination of witnesses and not to commence litigation, the creditors being of opinion that no good would result to the estate by further examination or litigation. The creditors, moreover, directed the trustee to distribute the estate left in his hands without delay, and to take the necessary steps to close the liquidation as speedily as possible, and that he should within four weeks call a meeting of creditors to consider the close of the liquidation, the release of the trustee, and the discharge of the debtor. When this resolution was passed the trustee had realized all the assets, except what he might be able to recover by the contemplated proceedings, and had paid a dividend of 2s. in the pound. The assets which remained in his hands were sufficient, after payment of expenses, to pay a further dividend of 2d. in the pound. The persons against whom the trustee had contemplated taking proceedings voted in favour of the resolutions (they having proved as creditors) and so did a number of creditors for very small sums. One creditor for a large amount dissented from the resolutions. The trustee applied to the court for directions in the matter, and Mr. Registrar Hazlitt made an order directing him not to act on the creditors' resolutions. The registrar was of opinion that the resolutions had been passed for the sole purpose of favouring the debtors. In the Court of Appeal it was contended that section 20 did not authorize the trustee to apply to the court for its directions after the creditors had given him directions, and that in such a case the court could not interfere, or that, at any rate, the resolutions being *intra vires*, the court could not interfere unless it was shown that there had been actual fraud in the passing of them. The court (JESSEL, M.R., and BRETT and COTTON, L.JJ.) affirmed the decision of the registrar. JESSEL, M.R., said that section 20 could not mean that the court was to be subordinate to the creditors; the decision of the creditors must be subordinate to the power of the court. He should have come to that conclusion on the words of section 20 alone. But it must be taken in conjunction with section 14, which was *in pari materiâ*. It was impossible to suppose that the same words, when used with reference to a subsequent meeting of the creditors, were to be dealt with differently from the way in which they were to be dealt with when used with reference to the original meeting. The court must decide whether there was "just cause"—*i.e.*, some substantial reason for not carrying out the creditors' resolution. In the present case his lordship agreed with the registrar that there was just cause for not carrying out the resolutions. BRETT, L.J., observed that section 20 said that the trustee was "to have regard to" the directions of the creditors; it did not say absolutely that he was to obey them. His lordship did not mean to say that it would be proper for the trustee, without coming to the court, to take on himself to act contrary to the resolution of the creditors. The section assumed that he might summon a general meeting of the creditors and ascertain their wishes. It did not say in the alternative that he might apply to the court for directions, but that he might also apply to the court—*i.e.*, having ascertained the wishes of the creditors, he might apply to the court for its direction, and if he might apply to the court, the court might make an order. COTTON, L.J., agreed in the construction of section 20, and he thought that the registrar had rightly exercised his power. The exercise of the power given to the majority of the creditors must be carefully watched. It must be exercised for the benefit of all the creditors as such—*i.e.*, for the administration of the estate, so as to provide the best possible dividend at the earliest time. In the present case the majority of the creditors appeared to have exercised the power for some indirect purpose, and this could not bind the dissentient minority.—SOLICITORS, *Lumley & Lumley; M. Abrahams & Co.*

EXTRADITION ACT, 1870, s. 8—"APPREHENSION" OF FUGITIVE CRIMINAL—DETENTION OF PERSON ALREADY IN CUSTODY—HABEAS CORPUS—APPEAL—JURISDICTION—JUDICATURE ACT, 1873, s. 19.—In a case of *The Queen* v. *Weil*, before the Court of Appeal on the 13th inst., a question arose as to the power of issuing a warrant under the Extradition Act of 1870 for the detention of a person already in custody who is charged with having committed a crime coming within that Act. And there was a further question as to the jurisdiction of the Court of Appeal to entertain an appeal from the refusal of a divisional court to issue a writ of *habeas corpus* at the instance of a person who has been arrested or detained under the Extradition Act, and who alleges that the proceedings have been irregular. Section 7 of the Act provides that:—"A requisition for the surrender of a fugitive criminal of any foreign State, who is in or suspected of being in the United Kingdom, shall be made to a Secretary of State by some person recognized by the Secretary of State as a diplomatic representative of that foreign State. A Secretary of State may, by order under his hand and seal, signify to a police magistrate that such requisition has been made, and require him to issue his warrant for the apprehension of the fugitive criminal." Section 8 provides that:—"A warrant for the apprehension of a fugitive criminal, whether accused or convicted of crime, who is in, or suspected of being in, the United Kingdom may be issued—(1) by a police magistrate on receipt of the said order of the Secretary of State, and on such evidence as would, in his opinion, justify the issue of the warrant if the crime had been committed or the criminal convicted in England; and (2) by a police magistrate, or any justice of the peace in any part of the United Kingdom, on such information or complaint and such evidence or after such proceedings as would, in the opinion of the person issuing the warrant, justify the issue of a warrant if the crime had been committed or the criminal convicted in that part of the United Kingdom in which he exercises jurisdiction. Any person issuing a warrant under this section without an order from the Secretary of State shall forthwith send a report of the fact of such issue, together with the evidence and information or complaint, or certified copies thereof, to a Secretary of State, who may, if he think fit, order the warrant to be cancelled and the person who has been apprehended on the warrant to be discharged." The question arose thus:—One Weil, on his arrival on the 25th of May last at Queenstown from the United States, was arrested before he landed by an Irish police-constable, on a charge of having committed a forgery at New York. The arrest was made

without any warrant, on the receipt of a telegram from a private inquiry agent in London. Weil was then taken before the resident magistrate at Queenstown, who, after hearing depositions, committed the prisoner for further examination. The magistrate on the 28th of May reported the arrest to the Home Secretary. On the 31st of May, on further investigation, the magistrate issued a warrant to take the prisoner before the chief magistrate at Bow-street, to show cause why he should not be surrendered under the Act. The matter came before Sir James Ingham on the 2nd of June, and he remanded the prisoner till the 8th of June, and again to the 15th of June. It was then objected by his counsel that he was illegally in custody, because he had been arrested without a warrant, and Sir James Ingham again remanded him for a week, and represented the matter to the Home Secretary. The Home Secretary, on the 19th of June, issued an order to the chief magistrate, stating that a requisition had been made to him by the Minister of the United States in this country for the surrender of Weil, and requiring the magistrate to proceed in conformity with the provisions of the Act. The prisoner was brought up at Bow-street on the 22nd of June, and Sir James Ingham then issued a warrant for his detention under the Act. It was read over to the prisoner while he was in the dock, and he was again remanded. On the 29th of June Weil was finally committed, and an pplication was then made to the Queen's Bench Division for a writ of *habeas corpus*, and was refused. In the Court of Appeal it was contended that the original arrest was illegal, and that all the subsequent proceedings were consequently irregular, and that there could not be an "apprehension" under the Act of a person who was already in custody. The court (JESSEL, M.R., and BRETT and COTTON, L.JJ.) affirmed the decision. JESSEL, M.R., said there was a serious question to be considered at some time, if the case should ever arise, whether, having regard to the Judicature Acts, the Court of Appeal had jurisdiction to entertain an appeal from a divisional court in a case of this kind. This depended on a careful consideration of the various sections of the Acts, and it was far too serious and grave a matter for his lordship to give an off-hand opinion on it. If it were necessary to decide it, he should take time to consider it, and he should desire to hear further argument. For the present purpose he would assume the court had jurisdiction. It did not, however, appear to him that the only objection which could be fairly argued was one of such weight that the court ought to interfere by granting a *habeas corpus*. The question turned on the proper construction of section 8 of the Extradition Act. All the proceedings in this case had been strictly regular, with the exception of the fact that the original arrest was made without any warrant. The whole objection, then, was that the magistrate's subsequent warrant was not a warrant for the "apprehension" of the prisoner within the Act. His lordship thought that such a construction would give too narrow a meaning to the word "apprehension." Strictly, it meant seizing or laying hold of a man and detaining him with a view to his surrender. His lordship was not inclined to limit it to taking hold of a man who was not already in custody. If it was to be thus limited, it would follow that a man who was already in lawful custody could not be arrested at all under the Act, unless he was first set at liberty. This would not be a rational mode of construing the Act. Consequently, it appeared to his lordship that the whole of the proceedings were regular. BRETT, L.J., said that he would give no opinion on the very important question whether there was any jurisdiction to entertain an appeal in such a case. If there was jurisdiction, he thought there was no ground for exercising it. He doubted whether there had been any irregularity in the proceedings, and whether the policeman was not justified in arresting the defendant on reasonable grounds of suspicion for that which would have been a felony if committed in this country. But, if he was wrong in making the arrest without a warrant, his lordship thought that the magistrate's warrant for the prisoner's detention was a warrant for his apprehension within the Act. At any rate, if, when the prisoner was before the chief magistrate at Bow-street, there was evidence sufficient to justify his apprehension, the chief magistrate was justified in issuing a warrant for his detention. COTTON, L.J., said that he would not intimate any opinion one way or the other on the question of jurisdiction. He thought that the warrant issued by the Irish magistrate was a warrant for the apprehension of the prisoner within the Act, and that the requirements of the Act had been in substance complied with.—SOLICITOR, *W. D. Smyth*.

PRACTICE — INJUNCTION — UNDERTAKING AS TO DAMAGES — TIME TO ENFORCE—ERROR OF COURT.—In a case of *Smith* v. *Day*, before the Court of Appeal on the 17th inst., a question arose as to the enforcing of an undertaking as to damages, given by the plaintiff on the granting of an interlocutory injunction. The action was commenced on the 4th of November, 1879, to restrain an alleged interference by the defendant with the access of light to the plaintiff's premises. On the same day the plaintiff applied *ex parte* for an injunction, which was granted by Hall, V.C., on the plaintiff's giving the usual undertaking as to damages. On the 27th an injunction was granted until judgment in the action, a similar undertaking being given by the plaintiff. On the 18th of February, 1880, the Court of Appeal dissolved the injunction. On the 11th of November, 1880, the action was tried by Fry, J., and he granted a perpetual injunction. On the 21st of June, 1881, the Court of Appeal reversed his decision and dismissed the action. On the 17th of March, 1882, the defendant applied by motion to Bacon, V.C. (to whom the action had been transferred), for an inquiry as to the damages sustained by him by reason of the orders of November, 1879, and for payment to him by the plaintiff of the amount of damages when ascertained. Bacon, V.C., refused the motion, and his decision was affirmed by the Court of Appeal (JESSEL, M.R., and BRETT and COTTON, L.JJ.), who held that no damage for which the plaintiff was responsible had been proved. The court said that, as a general rule, an application to enforce such an undertaking ought to be made, either when the injunction is dissolved before the trial of the action, or when judgment is given in the action, though, under special circumstances, the application might be made later. JESSEL, M.R., expressed an opinion that under such an undertaking damages could not be given for the error of the court of first instance in granting the injunction improperly. COTTON, L.J., however, said that, as at present advised, he could not concur in that view, and BRETT, L.J., declined to express any opinion on the point.—SOLICITORS, *R. H. Ward; F. & T. Smith & Sons*.

WILL—CONSTRUCTION—DEVISE ON CONDITION THAT DEVISEE SHOULD RELINQUISH DEBT DUE TO HIM BY TESTATOR—DEATH OF DEVISEE BEFORE TESTATOR.—On the 18th inst. the Court of Appeal affirmed the decision of Fry, J., in a case of *Kirk* v. *Kirk* (*ante*, p. 245). A testator devised land to his son R., in fee, on the express condition that he, his executors or administrators, should, within three months after the death of the testator, give up all claim to a sum of £3,400 which the testator owed him. And the testator devised some other real estate to trustees on trust for sale and to apply the proceeds of sale, after payment of the deficiency (if any) of his residuary personal estate, to pay his debts (except a mortgage-debt and the debt due to R.), on trust for the testator's wife for her life, with remainder to some grandchildren of the testator. And he bequeathed the residue of his personal estate to the trustees on trust for conversion, and to apply the proceeds in payment of his debts (except the mortgage debt and the debt due to R.), and to retain the surplus for the benefit of two sons of the testator. But, in case the residuary personal estate should be insufficient to pay his debts (except as aforesaid), he directed that the deficiency should be paid out of the proceeds of sale of the real estate which he had directed to be sold. R. died before the testator, leaving no issue. Fry, J., held that the testator's intention was that, in any event, his residuary personal estate should be increased by the £3,400, and that the land which he had devised to R. must, notwithstanding the death of R., be charged with the payment of the £3,400. The Court of Appeal (JESSEL, M.R., and BRETT and COTTON, L.JJ.) took the same view of the construction.—SOLICITORS, *W. R. A. Kime; G. A. Hall*.

PRACTICE—TRIAL—ORDER THAT WITNESSES IN WAITING SHOULD WITHDRAW—RIGHT OF PARTY TO REMAIN.—In a case of *Usher* v. *Henwood*, before the Court of Appeal on the 19th inst., the application being for leave to adduce fresh evidence on the hearing of an appeal, it was mentioned in the course of the argument that at the trial of the action an order was made that the witnesses, other than the one under examination, should leave the court, and that the defendant, who was to be a witness on his own behalf, remained in court notwithstanding this order. JESSEL, M.R., said that the defendant ought to have withdrawn. Formerly it was supposed that when such an order was made a party to the action was entitled to remain, but that had been altered, and the practice now was settled that the parties must withdraw like any other witness.—SOLICITORS, *S. Roberts; R. Chapman*.

SOLICITOR—AUTHORITY TO COMPROMISE ACTION—UNDERTAKING NOT TO APPEAL.—In a case of *The Ship Douglas*, before the Court of Appeal on the 19th inst., an important question was raised as to the authority of a solicitor to compromise an action—viz., whether the client is bound, under the general authority of the solicitor, by a compromise for a consideration outside the action. In the present case the solicitor was acting for the client in two actions by different plaintiffs, and he gave an undertaking not to appeal from the judgment in one of the actions, the consideration for the undertaking being the promise of the solicitor for the plaintiff to supply him with some information as to evidence in relation to the other action. Notwithstanding the undertaking an appeal was brought in the first action, and the plaintiff applied to have the appeal dismissed, on the ground that it was brought in breach of the undertaking. The Court of Appeal (JESSEL, M.R., and BRETT and COTTON, L.JJ.) raised the question whether such an undertaking could bind the client without his express authority, and some difference of opinion between the members of the court was manifested, but, after a good deal of discussion, the case was adjourned to the Michaelmas Sittings, to enable the authorities to be fully investigated.—SOLICITORS, *W. Latham; W. A. Crump & Son*.

COMPANY—WINDING UP—COSTS OF LIQUIDATOR—DISCRETION OF COURT—APPEAL BY LIQUIDATOR—APPLICATION FOR LEAVE OF JUDGE—COMPANIES ACT, 1862, s. 95.—In a case of *In re The Silver Valley Mines Company*, before the Court of Appeal on the 12th inst., a question arose as to the power of the judge who has the conduct of a winding up to disallow the liquidator's costs out of the assets of the company, and there was the further question whether it is proper that a liquidator should apply for the leave of the judge before appealing from any order made in the winding up. In July, 1881, several shareholders in this company applied to Bacon, V.C., to have their names removed from the register, on the ground that they had been induced to take shares by fraud. On the 29th of July, 1881, the Vice-Chancellor made an order removing the names, and directing that the moneys which the applicants had paid on their shares should be repaid to them. This order was not drawn up until the 24th of August. Before the order was made a petition had been presented to wind up the company, but this fact was not known to the parties to the application. A winding-up order was made by Hall, V.C., on the 26th of August. In the winding up the shareholders whose names had been removed claimed to prove as creditors for the sums which had been ordered to be repaid to them. The liquidator resisted the claim, but it was allowed by the chief clerk. The liquidator was advised that, under the circumstances, he was bound to contest the right of the shareholders in question to be treated as creditors, and that the whole matter ought to be argued in court. A summons was then taken out on behalf of the liquidator, in the chambers of Hall, V.C., to reverse the decision of the chief clerk. Hall, V.C., adjourned th

hearing into court. The hearing took place before Kay, J., and he held that he had no jurisdiction to entertain the application, it being in effect an appeal from the decision of Bacon, V.C., and his lordship refused the application with costs, and declined to allow the liquidator his costs out of the company's estate. His lordship said that if a liquidator chose to institute proceedings which were entirely wrong, he did that at his own peril, and it would be quite wrong for the court, unless there were some extraordinary circumstances, to allow a liquidator the costs of an application which was entirely wrong from beginning to end. It was the bounden duty of a liquidator, before he instituted litigant proceedings, to take care that he had at least a reasonable chance of success. The liquidator then applied to Kay, J., in chambers, asking that he might be at liberty to appeal from his lordship's previous order, and also from the order of Bacon, V.C., of August, 1881; and that he might be at liberty to pay the costs of the summons on which the order of the 24th of June was made out of the company's assets, and that the liquidator might be allowed out of the assets his costs of that summons and order. Kay, J., refused this application, with costs, and said (as was stated in the Court of Appeal) that in all liquidations under his control he wished it to be distinctly understood that official liquidators must conduct litigation entirely at their own risk as to costs in the event of failure. The liquidator moved *ex parte* in the Court of Appeal (Jessel, M.R., and Brett and Cotton, L.JJ.) to vary the last order of Kay, J., so far as it refused to allow costs to the liquidator, and also for leave to appeal from the order of Bacon, V.C. It was urged that the liquidator was in the position of a trustee and was therefore entitled to his costs, unless he had been guilty of misconduct. JESSEL, M.R., said that he would give no opinion whether the order of Bacon, V.C., ought to have been made. He would only say that it was a serious question, and one fit to be argued. He thought, however, that Kay, J., was right in holding that, so long as that order stood, he had no jurisdiction to reject the claim of the shareholders to prove. But he refused the liquidator his costs of the application to reject that claim. The Master of the Rolls thought that the refusal was subject to an appeal. He thought that an official liquidator must be treated as a person who, as a general rule, was entitled to his costs properly incurred. But the question was whether the Court of Appeal ought to interfere with the exercise of the discretion of the judge. Kay, J., thought that the liquidator's application was a blunder. He said it was utterly improper and wrong, and, therefore, deprived the liquidator of costs. The Master of the Rolls thought that the judge had an undoubted discretion to deprive the liquidator of costs, even if he had only made a mistake; *a fortiori* if he had made a blunder, and still more if his conduct had been improper and wrong. It required a very strong case to deprive a gratuitous trustee of costs. He could only be made to pay costs on account of his misconduct. He might be deprived of costs for neglect, and, no doubt, the Court of Chancery did sometimes deprive a trustee of costs because he had committed an innocent mistake. But his lordship was by no means satisfied that a paid agent like an official liquidator stood in the same position as a gratuitous trustee. He thought the cases in which he ought to be deprived of costs on the ground of mistake were much more numerous. Like other paid agents he was liable for his mistakes. The question was whether there had been such a miscarriage in the decision of the judge that the Court of Appeal ought to interfere with the exercise of his discretion. His lordship thought that there had not. The next point was an entirely different one—the costs of the application for leave to appeal. As his lordship understood the practice, a liquidator might appeal without the leave of the judge; section 95 of the Companies Act did not apply to proceedings in the winding up. But, if he appealed without leave, he did so at his own risk as to costs. The general practice of the Court of Appeal was to leave a liquidator who was unsuccessful in an appeal to apply for his costs of it to the judge who had the conduct of the winding up. No doubt a liquidator did incur considerable risk of losing his costs of an appeal if he did not, before appealing, apply to the judge for leave to do so, though, of course, he might apply to the parties interested for an indemnity. Could the judge refuse such an application with costs? His lordship had no doubt that he could, though he must do so on good grounds. After such a strong expression of opinion by the judge as to the conduct of the liquidator, of course it would be absurd to apply to him for leave to appeal. But the application was also for leave to appeal from the order of Bacon, V.C. There was a serious question as to the correctness of that order. But the application was made after the lapse of so long a time that his lordship was not prepared to differ from the view of Kay, J. The liquidator could still appeal if he could get the parties interested to indemnify him. But ought Kay, J., to have made the liquidator pay the costs of the application for leave to appeal? His lordship differed from his view. The liquidator had done nothing wrong. He was not a party to the order of Bacon, V.C., and his lordship thought that he ought not to have been deprived of his costs. The rule ought not to have been laid down so rigidly that a liquidator must always appeal at his own risk as to costs. There were cases in which leave to appeal ought to be given. His lordship's practice when he was at the Rolls Court was always to give a liquidator leave to appeal when he thought it was an important case and that the decision of the Court of Appeal was necessary as a guide to the judge in the liquidation. In another class of cases, in which, before the Judicature Act, when the Court of Appeal in Chancery had an original jurisdiction, the opinion of the Court of Appeal could be obtained without a formal appeal, his lordship always, after the Judicature Act, when the Court of Appeal had only an appellate jurisdiction, directed the liquidator to appeal when he desired to have the opinion of the Court of Appeal for his guidance. In other cases, when he thought the case a clear one, if he gave leave to appeal he expressly stated that the liquidator was not to be entitled to his costs as a matter of course. His reason for doing so was this, that, if the judge once gave simple leave to appeal, he lost all control over the costs, whereas if he reserved the question of costs he retained his control over them. Applying this rule, his lordship thought that, though the application for leave to appeal from the order of Bacon, V.C., was not granted, the costs of it ought to be provided for out of the company's assets. BRETT, L.J., said that if a liquidator had been advised to do something which was clearly a gross blunder, the judge was not obliged to allow him his costs out of the assets, and thus make other people pay for the gross blunder of the liquidator's solicitor. In such a case the liquidator had a remedy against his solicitor. His lordship doubted whether Kay, J., really intended to lay down as a general rule that a liquidator must conduct litigation in all cases at his own risk as to costs if it failed. The result would be that in every proceeding in which a liquidator failed, however reasonable his application might have been, he must pay the costs personally. Such a rule would be a great deal too rigid. COTTON, L.J., said that in his opinion a liquidator was as a rule entitled to his costs, but that he was not a trustee. He was an agent appointed by the court, and to some extent he had the rights and was subject to the liabilities of a trustee. But he was not simply a trustee. Being appointed as an agent, he was bound to have reasonable skill and knowledge, and his costs were liable to be cut down, not only, as in the case of an ordinary trustee, for his misconduct, but for want of reasonable skill and knowledge. His lordship thought that Kay, J., had laid down an erroneous rule as to appeals by a liquidator. He thought that as a rule, under section 95, a liquidator was not wrong in going to the judge for directions whether he should appeal. His lordship did not wish to encourage litigation by liquidators, and if the judge saw that the application was frivolous he would be quite right in refusing leave to appeal, and in refusing to allow the liquidator costs. But it was reasonable that a liquidator should be entitled to apply to the court for directions whether he should appeal or not. No doubt, if leave to appeal was given, the judge to a certain extent lost his control over the costs. But all his control was not lost, for the costs were subject to taxation. The judge however, ought to be cautious not to encourage unnecessary costs.—SOLICITORS, *Beall & Co.; Snell & Greenip.*

EXECUTED TRUST — VOLUNTEER — POWER OF SETTLOR TO REVOKE — MARRIAGE SETTLEMENT OF WIFE'S PROPERTY—TRUST FOR WIFE'S NEXT OF KIN—FAILURE OF POSSIBILITY OF ISSUE.—On the 15th inst. the Court of Appeal affirmed the decision of Fry, J., in *Paul* v. *Paul* (L. R. 19 Ch. D. 47), upon which we commented *ante*, p. 18, thus in effect overruling the prior decision of Malins, V.C. in *Paul* v. *Paul* (29 W. R. 281, L. R. 15 Ch. D. 580). By a marriage settlement property of the wife was settled on the husband for life, then upon the wife for life, with remainder to the children of the marriage. In default of children the capital was to go to the wife absolutely, if she survived her husband, but, if she pre-deceased him, she had a general power of appointment by will, and in default of appointment the capital was to go to her next of kin, excluding the husband. The husband and wife afterwards separated by mutual consent, and a separation deed was executed which provided that, during the husband's life, half of the income should be paid to the wife for her separate use. The action was brought by the wife, against the husband and the trustees, for the administration of the trusts of the settlement and the separation deed. There had been no children of the marriage, and the wife was past the age of child-bearing. On the motion of the plaintiff, with the consent of the husband, Malins, V.C., ordered that part of the capital should be applied in payment of debts incurred by the wife. Malins, V.C., made this order on the ground that the wife's next of kin were mere volunteers, and not within the marriage consideration. Afterwards a petition was presented by the wife, with the husband's consent, asking that the remainder of the trust fund, which was in court, might be divided in certain proportions between herself and her husband. The petition came on for hearing before Fry, J., and he, after taking time to consider, declined to follow the decision of his predecessor, and refused to accede to the application (except by giving the trustees their costs out of the fund), on the ground that the law is clear that a settlor cannot revoke an executed trust, even though it be in favour of a volunteer. The Court of Appeal (JESSEL, M.R., and BRETT and COTTON, L.JJ.), affirmed the decision on the same ground, observing that, the trust being completely executed, it would be a breach of trust for the trustees to pay the fund in the way proposed, and that the court would not sanction a breach of trust.—SOLICITORS, *Meynell & Pemberton; Geddes S. Hare; Munns & Longden.*

PRACTICE—INTERROGATORIES—LIMITED COMPANY—MEMBER OR OFFICER OF COMPANY—ADVERSE INTEREST—RULES OF COURT, 1875, ORD. 31, R. 4.—In the case of *The Manchester Val de Travers Paving Company* v. *Slagg and The Val de Travers Asphalte Paving Company*, a motion was made by the plaintiff company that an order made in chambers directing the secretary of the defendant company to answer interrogatories might be discharged, and that in lieu thereof, one Marriott, who was a director of the defendant company, or some other officer of the company, or other person who had cognisance of the business matters of the company, might be ordered to answer the interrogatories. It appeared that the plaintiff company in their action claimed to recover from Slagg, and especially the defendant company, a sum of £50,000, and that there was another action by one McClure against Marriott and two others, claiming £400 interest and costs, and that both actions covered the same transactions. Marriott was a holder of fifteen shares in the defendant company, and also held in the plaintiff company three hundred shares of an equivalent value. CHITTY, J., said that the proper officer of the company to give the information was the secretary of the company, but there was no doubt but that a director could be called on to give it. Marriott, however, although a director of the defendant company, was shown to have an interest clearly adverse to a result in its favour of the action. It was also said that if the company should succeed in the present action, the result would be that Marriott would be relieved from his liability to McClure. The object of the application seemed

to be, not for the purpose of obtaining discovery, but of obtaining information which would bind the defendant company. The defendant company had also offered to name other persons equally cognizant of the company's affairs as proper persons to answer the interrogatories, but this offer had been declined. Under the circumstances his lordship was of opinion that the application was within the principle of the decision of the Master of the Rolls in *Berkeley* v. *Standard Discount Company* (28 W. R. 125, L. R. 13 Ch. D. 97), and that Marriott was not a proper person to give the information, and the order in chambers being right the motion would be dismissed, with costs.—SOLICITORS, *Bolton, Robbins, & Busk; Drake, Son, & Parton.*

PARLIAMENTARY ELECTION—EXPENSES AGENT—EXPENDITURE BY LOCAL SUB-AGENT—SOLICITOR—COSTS—CORRUPT PRACTICES PREVENTION ACT, 1863, s. 2.—In a case of *In re Parker*, before the Court of Appeal on the 14th inst., a question arose as to the right of a local sub-agent employed in a parliamentary election to recover from the candidate money disbursed on his behalf. Section 2 of the Corrupt Practices Prevention Act, 1863 (26 Vict. c. 29), enacts that:—"No payment (except in respect of the personal expenses of a candidate) and no advance, loan, or deposit shall be made by, or on behalf of, any candidate at an election, before, or during, or after such election, on account of or in respect of such election, otherwise than through an agent or agents whose name and address, or names and addresses, have been declared to the returning officer on or before the day of nomination, or through an agent or agents to be appointed in his or their place as herein provided; and any person making any such payment, advance, loan, or deposit, otherwise than through such agent or agents, shall be guilty of a misdemeanor, or, in Scotland, of an offence punishable with fine and imprisonment." At the general election of 1880, Colonel Surtees, who was a candidate for South Durham, appointed as his central agent Mr. W. Watson. Messrs. Trotter, Bruce, & Trotter were employed by Watson as sub-agents for certain districts, and Mr. Parker, a solicitor, was retained by them to take charge of and otherwise concern himself with the voters in some of the sub-districts. In this capacity, Parker employed several persons as runners and canvassing agents, whom he paid for their services. An account of his charges and disbursements having been sent in to Colonel Surtees' expenses agent, who disallowed certain of the items and sent him a cheque for the balance, Parker returned the cheque and brought an action in the district registry to recover the whole amount claimed by him. An order to refer the account to taxation under the common order to tax was obtained by Colonel Surtees, and an order was thereupon made by the district registrar to stay proceedings in the action pending the taxation. The taxing master allowed the items which had been disallowed by the expenses agent, and an application was made to Chitty, J., on behalf of Colonel Surtees, for a review of the taxation in this respect. Chitty, J., held that, having regard to section 2 of the Act, Parker had no authority to make these payments except through the expenses agent, and that in the face of that section such an authority could not be implied, or assumed to have been given by Colonel Surtees. The Court of Appeal (JESSEL, M.R., and BRETT and COTTON, L.JJ.) affirmed the decision. JESSEL, M.R., said that it was admitted that Parker had no express authority from Surtees to make these payments. But then it was said that, as agent, he had the ordinary authority of an agent, and, therefore, an implied authority to pledge his employer's credit by making these payments. The answer to that was, that, in the absence of the Act of 1863, such an authority might be implied, but the Act was clear and express, that no payments could be made on behalf of a candidate otherwise than through his expenses agent. Parker was not Colonel Surtees' expenses agent, and, therefore, these payments by Parker out of his own moneys on behalf of Colonel Surtees were illegal, and no authority to make them could be implied. If they were not made on behalf of Colonel Surtees, then Colonel Surtees was not liable, and in any case an authority to do that which was an illegal act could not be implied. It was said that if no moneys for legitimate and necessary expenses could be disbursed by a sub-agent, it would be impossible to conduct an election. But, however inconvenient the result might be, it was not for the court to say that the Act did not mean what it clearly and distinctly said. It was said that the result of a literal construction was so absurd that this could not have been the intention of the Legislature, but the court was not told how it could read the section in any other way. The only remaining point was remarkable for its ingenuity. It was said that these payments were made by Parker on his own behalf, and that after the payments had been made, then for the first time Parker had the right to recover the amount from Colonel Surtees on the principle of fair remuneration for the performance of his duties as agent. There might, no doubt, be such a bargain by express contract, but that was a special agreement which must be made out by expressed terms and could not be implied from the mere fact of the existence of an agency. BRETT, L.J., said that the real question was whether Parker had authority from Colonel Surtees to pay these canvassers and runners. It was not contested that he had no express authority, and the question was whether he had an implied authority to do so. The Act was express upon the point, and made it a misdemeanor for any person to make any payment on behalf of any candidate on account of, or in respect of, the election otherwise than through the expenses agent. Was, then, the court entitled to assume that Colonel Surtees employed Parker to do that which was directly contrary to the Act, and would expose Parker to the penalties of a misdemeanor? No such assumption could be made, and it must be held that Parker had no authority, express or implied, to make these payments on behalf of Colonel Surtees, and that they ought not to be allowed in taxation. COTTON, L.J., said that if a thing was ordinarily done by an agent, but was prohibited by statute in the case of election agents, then the mere appointment of a man to be an election agent did not give him implied authority to do that which the Act said should not be done if done on behalf of the candidate. In his lordship's opinion any payment made on behalf of a candidate was a payment on his behalf within section 2 of the Act.—SOLICITORS, *Crowdy, Son, & Tarry; Hatton & Westcott.*

BANKRUPTCY PETITION—ACT OF BANKRUPTCY—"TRADER"—ONUS OF PROOF—DISCONTINUANCE OF TRADE—INTENTION—BANKRUPTCY ACT, 1869, ss. 6, 8.—In a case of *Ex parte Sataman*, before the Court of Appeal on the 13th inst., the question arose whether, when a bankruptcy petition alleges the commission of an act of bankruptcy which can be committed only by a trader, the *onus* of proving that the debtor was a trader at the time when the Act in question was committed lies on the petitioning creditor. It was urged that, if the debtor had once been a trader, the *onus* was on him to show that he had ceased to be a trader. The court (JESSEL, M.R., and BRETT and COTTON, L.JJ.) held that the *onus* was on the petitioner. Another question was whether, when a debtor, who has carried on trade, is not actually carrying it on at the time when the act is committed, he can, under the present law, be said to be a trader. The court held that it is a question of intention, to be decided on the evidence, whether the debtor has discontinued his trade permanently, or whether he has only temporarily ceased to carry it on with the intention of resuming it. In the latter case he is still a trader within the meaning of the Bankruptcy Act, 1869. JESSEL, M.R., said that the law on this point is still as it was laid down by Lord Eldon in *Ex parte Paterson* (1 Ro. 402), and *Ex parte Cundy* (2 Ro. 357). In *Ex parte Paterson* Lord Eldon said (1 Ro. 405), "That the bankrupt has ceased to be a trader does not depend on the fact whether or not you can find any specific acts of trading; but whether or not, in point of intention, he had ceased to be a trader. It is a question for a jury, whether there was an entire cessation of trading, or merely an interruption, with an intention of resuming it when an opportunity should offer."—SOLICITORS, *Joel Emanuel, & Co.; Tippetts & Son.*

WILL—CONSTRUCTION—CLASS OF CHILDREN—PORTIONS—VESTING—SURVIVORSHIP.—In a case of *Nottage* v. *Buxton*, before Kay, J., on the 17th inst., a question arose as to the term of vesting of portions given to a class of children by will. A testatrix gave real estate to trustees on trust that the rents thereof should be divided equally among her three daughters, as tenants in common, for respectively their own sole and separate use. And at the decease of either of her daughters the testatrix directed her trustees to apply the deceased's portion or share of the rents to the education and support of the child or children of the deceased parent who might be living at their mother's death, until they became twenty-one, "then they will be entitled to their mother's portion; and if the children or child die (if but one) before they become of that age, then I bequeath their mother's portion of the rents to my other daughters." One of the daughters had only one child, a son, who attained twenty-one, but died before his mother. The question arose whether his mother's share of the real estate vested in him at twenty-one so that it passed to his heir-at-law. KAY, J., held that the son took a vested interest at twenty-one. He held, following *Jackson* v. *Dover* (12 W. R. 855, 2 H. & M. 209), that the rule laid down with relation to settlements in *Swallow* v. *Binns* (1 K. & J. 417) and similar cases, that the court will lean to a construction which gives the portions to all of a class of children who may live to require them, is not confined to settlements, but extends also to wills.—SOLICITORS, *Bower, Cotton, & Bower.*

SOLICITORS' CASES.

HIGH COURT OF JUSTICE.—QUEEN'S BENCH DIVISION.

(Before FIELD and STEPHEN, JJ.)

July 6.—*In re a Solicitor.*

In this case a rule had been granted calling on a solicitor, of Sheffield, to answer matters in affidavits which, in effect, charged him with not having handed over moneys due to a lady, towards whom he acted in the capacity of trustee.

Wilberforce showed cause against the rule, which was supported by *Stuart-Wortley.*

FIELD, J., in giving his judgment, said:—This is one of the most painful duties we have to discharge, and we should be glad enough if we could avoid it; yet we cannot but feel that the power is put into our hands of protecting the members of an honourable profession from being discredited by the conduct of men like this solicitor. It is clear that, he being a solicitor, his position recommended him to the office of trustee, and so he was intrusted with it by the parties, and in that character he had to receive the rents to which the family were entitled. It has been urged on his behalf that his misconduct was not as solicitor but only as trustee, but we cannot proceed on any such distinction. We have to deal with his character as a solicitor, one of the parts of whose duties is that of honesty; and whether he has violated that duty as trustee or as solicitor, criminally or morally, can make, in that view, no difference. He was trustee for this family, and as such trustee he received this sum of £240, which belonged to them, and which had been received by him for them, they placing confidence in him and relying on his honesty. But he, instead of paying the money to them, kept it in his own hands and applied it to his own use. It has been urged by his counsel that there had been no application to him for payment (prior to this application) and that some rule should be laid down as to that. But it is to be hoped that no other members of the profession would require a rule to be laid down as to the duty of any man who receives money for others to pay it over to them. It was not necessary to lay down any such rule, for honesty is to be observed by everyone. Then it was urged that there had since been restitution of the money, but that was under pressure of these proceedings. There were cases of this class in which the court considered that the solicitor ought not to remain any longer on the roll, which ought to be stainless and free from the reproach and discredit

of criminality or misconduct. But that is an extreme punishment, and there are circumstances which enable the court to abstain from inflicting it. But the offence is very serious, and under the circumstances the solicitor must be suspended for a considerable period—five years—and pay all the costs of these proceedings.

STEPHEN, J., concurred. He entirely agreed, he said, in every word which had fallen from his learned brother, and thought that a sentence of suspension for five years was the least that could meet the justice of the case. No doubt there were some circumstances which enabled the court to stop short of the extreme sentence of striking the solicitor off the rolls. There had been restitution, though under pressure, and there had apparently been a hope that restitution would be made. But it could not be too impressively or emphatically stated that the honour of a solicitor (especially as to the payment of money intrusted to him) is what courage is to a soldier or what chastity is to a woman, and that if a solicitor acts dishonestly towards those who trust him, he must expect when he comes before this court to meet with severe censure and severe punishment. In this case there had been dishonesty, and I can see nothing, said the learned judge, to distinguish it from cases which come before us from day to day in the criminal courts. I can call to mind cases of poor criminals who have not had the advantage of education and the credit of belonging to a honourable profession—of men who have said they stole to satisfy their necessities or that they had embezzled the money of their employers in the hope of being able to pay it back, and these cases differ from the present in nothing, except in this, that here the delinquent was a solicitor, which ought to have made him more strictly honest, and that he became trustee, thus adding to the obligations of common honesty the special obligations imposed upon a trustee. It cannot be too clearly understood what is the duty of a trustee who comes into possession of trust money—which is, to keep the fund safely for the shortest possible time and to pay it over intact on the very first opportunity to the persons who are entitled to it. And a man who uses trust money which comes into his possession for purposes of his own, even in the hope of paying it back again, stands morally (and I am not sure he does not legally) very much in the position of the man who embezzles money in the hope of being able to repay it. It was urged that the rule had not been yet laid down, but it is comprehended, according to common sense, in a rule laid down a very long time ago—"Thou shalt not steal."—*Times*.

July 6.—*In re A Solicitor.*

In this case the solicitor had failed to pay a sum of about £60, part of a sum of £350 he had received for his client, but the balance had been paid, and there were circumstances which tended to excuse him.

Edward Pollock appeared on his behalf and earnestly urged these topics in mitigation.

Stuart-Wortley appeared for the parties complaining.

FIELD, J., said, upon the whole, the court would abstain from punishment, but the solicitor must pay the costs.

STEPHEN, J., observed that he had had the benefit of a doubt.—*Times*.

July 6.—*In re Francis Hewitt.*

Keith Frith showed cause against a rule for an attachment which had been granted against Dr. Francis Hewitt, at the instance of the Law Society, for having personated Mr. James Grayston, a solicitor, by issuing a writ in the action of *Roberts* v. *Smith*. The learned counsel said that Dr. Hewitt was an intimate friend of Mr. Grayston, and when the latter had to leave his offices in Bow-street, allowed him to make use of his premises at 101, Drury-lane, where he carried on his practice as surgeon to the St. John's Medical Aid Society and saw patients. Mr. Grayston had his name as solicitor on a plate on the door, and asked Dr. Hewitt to see persons for him in his absence, so that he might not lose their cases. On the occasion complained of Dr. Hewitt had signed a writ as Grayston & Co., which was taken out by Roberts, the plaintiff in an action, but he had done this without any payment or reward, and it was his only offence. The learned counsel moved on the affidavits of Dr. Hewitt, Mr. Grayston, and another independent person, stated to be a chemist.

Murray appeared for the Incorporated Law Society, but was not called on.

FIELD, J., in giving judgment, said that this case had been most properly taken up by the Law Society. It was quite clear that when Mr. Grayston, for causes not referred to, had to leave his premises in Bow-street, he put up his name on premises where his friend, Hewitt, was constantly in contact with poor persons who had suffered injuries from railways and other causes, and thus an easy mode for conducting such cases was afforded to Grayston, whose name was merely put up as a blind. The court felt it their duty to make absolute the rule for an attachment, and then Hewitt could come before a judge and purge himself of contempt, for contempt it was.

STEPHEN, J., concurred, observing that Hewitt was in contempt, and of that he would have to purge himself and pay the costs.

Rule absolute for an attachment.—*Morning Post*.

COUNTY COURTS.

SALISBURY.

(Before Mr. SERJEANT TINDAL ATKINSON, Judge.)

July 3.—*Ex parte The Red Lion Hotel Company (Limited), In re Edmonds and another, Trustees.*

Application by purchasers of debtor's estate in liquidation to tax trustees' costs after release—Jurisdiction of court to order.

His HONOUR, who had reserved judgment in this case, said:—This is a motion made on behalf of the Red Lion Hotel Company (Limited), asking the court to declare that certain resolutions of the 20th of October, 1880, in which the creditors audited and passed the trustees' accounts and charges, are not binding on the company, and that the accounts, charges, and disbursements, so passed, be re-opened and inquired into by the court, in order to their being referred to the proper officer for taxation. On the hearing of the motion on the 5th of June, Mr. Sidney Woolf, of counsel for the trustees, objected that the court had no jurisdiction to entertain the application, on the ground that the trustees, having had their accounts audited and passed by the committee of inspection, the proceedings in the liquidation being closed, and the trustees released, the court had no power to order such an inquiry, and the remedy, if the company had any, must be sought elsewhere. The facts not in dispute, sufficient to raise the question to be decided between the parties, are, that the debtor, William Henry Matthews, had for some time up to the 22nd of July, 1880, carried on at Salisbury the business of an hotel proprietor. His affairs having become embarrassed, he, on that date, filed a petition in this court for liquidation by arrangement. The usual steps were taken, the creditors met and passed resolutions, and appointed a committee of inspection and two trustees. On the 13th of September following the whole of the debtor's interest in the Red Lion Inn was purchased from the trustees by Mr. Edward Waters for several persons who subsequently became incorporated under the title of the Red Lion Hotel Company (Limited). The purchase-money was agreed to be for an amount sufficient to pay the creditors a sum of 3s. in the pound, and also all wages, taxes, interests on mortgages, and the costs of the liquidation, including solicitors and trustees. Payments were from time to time made by the purchasers, amounting in the whole to £1,516, and the company were placed in possession of the property. On the 20th of October, 1880, the trustees presented the accounts of their charges and disbursements in the liquidation to the committee of inspection, who passed them without reduction or having them taxed, declaring at the same time a dividend of 3s. in the pound, which dividend the creditors have received, and the trustees' costs so submitted and passed have been defrayed out of the moneys advanced by the company. The proceedings in the liquidation were closed on the 30th of October, and on the 30th of the following November the trustees were duly released. Upon these facts the question to be determined is, has the court jurisdiction, the proceedings being closed, and the trustees released, to re-open these accounts and send them to the taxing officer in order to be taxed, and also in the event of any overcharge being found, order such overcharge to be refunded by the trustees? Mr. Powning, the solicitor for the company, in support of the motion, relied upon the extensive powers given to the court for this purpose by the 72nd section of the Bankruptcy Act, 1869, under which every bankruptcy court has full power to decide all questions, whether of law or of fact, arising in any case of bankruptcy coming within its cognizance, or which it may deem expedient or necessary to decide for the purpose of doing complete justice, and he urged that unless jurisdiction was exercised in this case his clients would be without remedy. In support of this view he relied upon *Ex parte Ranby, In re Ranby* (14 Ch. D. 467); in that case, during the proceedings in liquidation, an offer was made by the debtor to pay a composition, he paying also the costs, charges, and expenses of the solicitors, receiver, and trustee in relation to his affairs, and of the scheme of arrangement to be approved of by the court. The Court of Appeal held that after the confirmation of the scheme the court had jurisdiction to tax the trustees' costs and charges, notwithstanding his account had been audited and passed by the committee of inspection, after the confirmation of the composition arrangement by the court, on the ground that after the composition had been accepted under the provisions of the 28th section of the Bankruptcy Act and approved by the court, the committee of inspection had no power to interfere. In *Ex parte Cockrill, In re Prager* (3 Ch. D. 115), it was held that, notwithstanding the release of the trustee, that, when after the release has been granted, there remains a duty to be performed by the trustee, the release does not discharge him, and that the court has jurisdiction to call upon him to perform such duty, the trustee in that case having undistributed money of the estate in his hands. In *Ex parte Lyons, In re Lyons* (L. R. 7 Ch. 494), the motion was to set aside a bill of sale given by the debtor to secure the costs of the receiver, the late Lord Justice James in his judgment saying, "I should be sorry to limit the jurisdiction of the court as to anything relating to the distribution of the estate or otherwise arising in, or really connected with, or incident to, bankruptcy proceedings; and I do not say that the court ought to have jurisdiction to tax the costs if the receiver were holding the property until they were paid," and so in the case before me, if the trustees had refused to convey unless the Red Lion Company paid their untaxed costs, the court, on the principle of the cases cited, would have sent the accounts to the taxing officer. The case of *Ex parte Carter, In re Ware* (8 Ch. D. 731), approaches very closely to the present one in its facts. There the debtor filed a petition in liquidation, and the creditors resolved that the trustee should sell the estate for a sum sufficient to pay a dividend of 4s. in the pound, together with the costs of the liquidation, and that the release of the trustee should take place on the 28th of January, 1878. The debtor was tenant of some business premises for a term which expired on the 25th of December following. The trustee took possession of the premises and remained in possession until the expiration of the term, but did not pay the landlord the rent due on the 25th of December. On the 26th of February, after the release of the trustee had been granted, the landlord applied to the Court of Bankruptcy for an order directing the trustee to pay to him the quarter's rent. It was there held that either the landlord's remedy was a personal one against the trustee, in which case the Court of Bankruptcy had no jurisdiction in the matter, or if there were a remedy in the Court of Bankruptcy, then that the trustee had done nothing more than commit a default in the administration of the assets from a liability for which he was protected by his release, the Court of Appeal deciding that, in the absence of fraud, the 53rd section of the Bankruptcy Act, 1869, applied to a release given by the creditors to a trustee in proceedings in liquidation by arrangement, and that such release discharges him from all liability in respect of any act done or default made by him in the administration of the affairs of the debtor, or otherwise in relation to his conduct as

trustee of such debtor. Here it is not alleged or contended that there has been any fraud on the part of the trustees, or any undue means used to procure the passing of their accounts at the hands of the committee of inspection. The utmost, as it appears to me, that can be said is, that, seeing they were dealing with the money of others, the committee of inspection should have been just before they were generous, and have dealt with these accounts, in the manner they probably would have done, had the creditors had an interest in their being taxed. But be this as it may, after the best consideration I have been able to give to the facts of this case, the arguments, and the authorities cited, I can see no duty which the trustees owe to the "Red Lion Company," for the non-performance of which their release is not an answer, and the motion must, therefore, be dismissed. The question of costs to be adjourned until Thursday, when, if the registrar is informed that the case goes no further, each party pay their own costs; if otherwise, the trustees to have their costs.

Powning, for the applicants.
Sidney Woolf, barrister, for the trustees.

CHRISTCHURCH.

(Before Mr. SERJEANT TINDAL ATKINSON, Judge.)

June 21.—*Hassan* v. *Lacey*.

Set-off—Absence of mutuality—Parties contracting—Mistake.

In this case his HONOUR delivered judgment as follows:—The fact in this action have, by the consent of the parties, been turned into a special case—namely, that one C. H. Sheppard, who carried on the business of a cabinet-maker, in Bournemouth, died in the early part of January, 1877, leaving, by will, to his widow, his stock and trade debts. She carried on the business for some time, but, ultimately, in June, 1878, she sold to the present plaintiff the remainder of the stock she had on hand, for which he paid her £400, partly in money and the balance by cheques of various amounts, given at various times, under her direction, to different creditors of her late husband. In September, 1878, a marriage took place between the plaintiff and Mrs. Sheppard; but, beyond this being advertised in the local papers, no special notice was given to the creditors, who remained unpaid till the business had changed hands. In October, 1878, the defendant, Mr. C. J. Lacey (the surviving partner of the firm of Lacey & Son, solicitors), had an undischarged partnership claim against the estate of Sheppard, and went to the place of business of the plaintiff and purchased the goods, the subject of the present action. The plaintiff was then in possession, carrying on the business on his own account. The goods so purchased had never formed any part of the testator's stock, but had, in fact, been bought by the plaintiff from manufacturers and various other persons. Sheppard's name remained still painted over the door. The defendant, when he gave the order for the goods, had no personal knowledge of the plaintiff, nor was he aware that the marriage had taken place, or that any change had occurred in the parties carrying on the business. His intention was, in making the purchase, to set-off the debt due to him from Sheppard's estate against the amount of the goods. There being a mistake on both sides as to the parties really contracting, the question is raised whether the plaintiff can claim the amount of the goods sued for as against the defendant, and, if so, can the defendant in law support his claim of set-off, and I am of opinion that, upon the authorities, a set-off under the above facts cannot be pleaded. Even had Mrs. Sheppard sued as executrix for a debt due to the estate of the testator, a plea of set-off would not be available to the defendant. It was held in *Shipman* v. *Thompson* (Willes Reports, 103) that in an action by an executor in his own name to recover money due to the testator in his lifetime, and received by the defendant after his death, the defendant cannot set off a debt due to him by the testator; and the same rule holds when the plaintiff declares as executor for a debt due after the death of the testator: *Schofield* v. *Corbett* (11 Q. B. 779), *Rees* v. *Watts* (in error, 11 Ex. 410); and, what is strongly in point, where a creditor had purchased part of an intestate's goods from the administrator, the creditor could not set off the price against the debt due to him from the intestate at his decease: *Lumbarde* v. *Holder* (17 Beav. 369); the *ratio decidendi* in all the cases being the absence of mutuality, which the Statute of Set-off declares to be essential. The remaining question to be answered is—do the facts of the case before me raise an implied promise on the part of the defendant to pay the plaintiff for the goods supplied? It is settled law that where a purchaser buys from one whom he supposes to be his debtor, and against whom he would have the right to set off the price, a mistake as to the person dealt with prevents the contract from coming into existence for want of assent. The authority for this is found in the case of *Boulton* v. *Jones* (2 H. & N. 564). There the plaintiff had bought the stock-in-trade and business of one Brocklehurst; the defendant, ignorant of the fact, sent to the plaintiff a written order for goods, addressed to Brocklehurst, on the very day of the transfer to the plaintiff. The goods were consumed by the defendant, he not knowing that they were supplied by the defendant instead of Brocklehurst. When payment of the price was afterwards demanded the defendant refused to pay, on the ground that he had a set-off against Brocklehurst, and had not contracted with the plaintiff. The court was unanimously of opinion that the action was not maintainable, Pollock, C.B., observing that the rule of law is clear that, if you propose a contract with A., then B. cannot substitute himself for A. without your consent and to your disadvantage, securing to himself all the advantage. In commenting upon this case, the learned author of Benjamin on Sales observes: "It can hardly be doubted that, if the goods had not been consumed before the discovery of the mistake, the defendant would have been bound upon demand, if he did not choose to pay for them, to return them. The basis of the decision was that there had been no contract between the parties, and if so, on no conceivable ground could the defendant have kept, without payment, another man's goods sent to his house by mistake." Applying this test here, when the plaintiff sent to the defendant the debit note for the goods in November, 1880, the goods—the subject of the present action—being furniture, were still in existence, and, therefore, there was a possibility of avoiding the contract on the ground of mutual mistake. This was not done; and I am of opinion that, by the retention and use of the furniture from that time, a right of action on an implied *assumpsit* has arisen, and the plaintiff is entitled to recover from the defendant the amount sued for, leaving the defendant in the position of recovering from Sheppard's estate the debt due from it. Looking at the peculiar character of the facts in this case—namely, that the purchase was made under a mistake, that the defendant thought he was dealing with the executor of Sheppard, that there was an absence of publicity of the change in the business, and that the goods would not have been purchased had the real facts been known—I do not think that this is a case in which I should give the costs against the defendant.

Solicitor for the plaintiff, *Druitt*.
Solicitor for the defendant, *Lacey*.

OBITUARY.

MR. HENRY CROFT CHAMBERS.

Mr. Henry Croft Chambers, solicitor, of Lincoln and Market Rasen, died suddenly at Sutton, Lincolnshire, on the 10th inst., aged forty. Mr. Chambers was the eldest son of Mr. Henry Thomas Chambers, of West Kensington-gardens, and was born in 1842. He was admitted a solicitor in 1866, and had for several years resided and practised at Market Rasen, having also an office at Lincoln. He took an active part in all local business, and he had been for several years a member of the Market Rasen Local Board. Mr. Chambers was also a leading member of the local Masonic body. He was highly esteemed by all classes at Market Rasen, and his premature death (which appears to have been the result of a blow from a cricket ball a few years ago) has occasioned a feeling of general sorrow.

LEGAL APPOINTMENTS.

Mr. WALTER JAMES WESTCOTT BEARD, solicitor (of the firm of Beard & Sons), of 10, Basinghall-street, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. WILLIAM BRISTOW, solicitor, of 13, John-street, Adelphi, and Greenwich, has been elected President of the Kent Law Society for the ensuing year. Mr. Bristow was admitted a solicitor in 1855. He is solicitor to the Greenwich Hospital Department of the Admiralty, vestry clerk of Greenwich Parish, and clerk to the Commissioners of Land and Assessed Taxes for Blackheath.

Mr. BENJAMIN THOMAS WILLIAMS, Q.C., judge of county courts, has been appointed a Magistrate for Glamorganshire.

Mr. JAMES RAPER, solicitor, of Pontefract and Methley, has been elected Coroner for the Borough of Pontefract, in succession to his partner, the late Mr. John Foster. Mr. Raper was admitted a solicitor in 1879.

MR. HORATIO BREVITT, solicitor, of Wolverhampton, has been elected Town Clerk of that borough, in succession to Mr. Henry Underhill, deceased. Mr. Brevitt is clerk to the county magistrates at Wolverhampton, and deputy-coroner for the Wolverhampton Division of Staffordshire. He was admitted a solicitor in 1870.

Mr. GEORGE MACKENZIE MACKAY, solicitor, of Shepton Mallet, has been appointed Chief Conservative Registration Agent for Mid-Somersetshire. Mr. Mackay was admitted a solicitor in 1850.

Mr. WILLIAM THOMAS HINDMARSH, solicitor, of Alnwick, has been appointed Clerk to the Councillors of that borough. Mr. Hindmarsh was admitted a solicitor in 1870.

Mr. JOHN ARTHUR GODLEY, barrister, has been appointed a Commissioner of Inland Revenue. Mr. Godley was formerly scholar of Balliol College, Oxford, where he graduated first class in classics in 1870. He obtained the Chancellor's Prize for Latin verse in 1867, the Hertford Scholarship in 1868, the Gaisford Prize for Greek verse in 1869, the Ireland Scholarship and the Gaisford Prize for Greek prose in 1870, and the Eldon Law Scholarship in 1874, and he was afterwards elected a fellow of Hertford College. Mr. Godley was called to the bar at Lincoln's-inn in January, 1876, and he has been for several years private secretary to Mr. Gladstone.

Mr. ALFRED BENJAMIN CARPENTER, of Devereux-court, Temple, has been appointed a Commissioner for taking Affidavits and Acknowledgments of Married Women for the Colony of Western Australia.

DISSOLUTIONS OF PARTNERSHIPS.

EDWARD BANNISTER, FRANCIS BANNISTER, and CHARLES JAMES FACHE (E. and F. Bannister & Fache), solicitors, 13, John-street, Bedford-row, so so far as regards the said Charles James Fache. June 30.

JOHN TURNER BILLING and ALDWYN PELHAM KENT, solicitors, 3, Church-court, Old Jewry, London. July 11.

FREDERIC THOMAS HALL and HENRY FOX, solicitors, 15, Gray's-inn-square, Middlesex. June 30.

JOSEPH PRIOR, EDWARD FRANCIS BIGG, EDMUND FRANCIS BLAKE CHURCH, and FRANCIS CADWALLADER ADAMS (Prior, Bigg, Church, & Adams), solicitors, 61, Lincoln's-inn-fields, as regards the said Edward Francis Bigg. April 1. [*Gazette*, July 14.]

NEW ORDERS, &c.

[We are requested to reprint the following order, with the schedule annexed:—]

HIGH COURT OF JUSTICE.

NOTICE.

In view of the proposed transfer to the Queen's Bench Division of such actions brought in the Chancery Division as are not specially assigned to the Chancery Division by section 34 of the Judicature Act, 1873, the Senior Registrar has, by the direction of the Lord Chancellor, to give notice that the solicitor entering for trial or setting down on motion for judgment any action commenced in the Chancery Division, will, from and after this day, be required to certify shortly on the back of the *præcipe* what is the cause of action; using in actions, for the purposes mentioned in the 3rd sub-section of the 34th section of the Act of 1873, the language of that section. The orders of course clerks will mark such last-mentioned actions "C.," and all others "Q. B."

NOTE.—This regulation does not apply to a motion for judgment set down with a special case. H. LATHAM.

July 11.

The administration of the estate of deceased persons	Administration.
The dissolution of partnerships, or the taking of partnership or other accounts	Partnership (or) account.
The redemption or foreclosure of mortgages	Mortgage.
The raising of portions or charges on land	Charges on land.
The sale and distribution of the proceeds of property subject to any lien or charge	Enforcing lien or charge.
The execution of trusts charitable or private	Execution of trusts.
The rectification, or setting aside, or cancellation of deeds or other written instruments	Rectification or setting aside of written instruments.
Specific performance of contracts between vendors and purchasers of real estates, including contracts for leases	Specific performance — real or leasehold estate.
The partition or sale of real estates	Partition or sale—real estate.
The wardship of infants and the care of infants' estates	Wardship of infants' persons (or) estates.

SOCIETIES.

INCORPORATED LAW SOCIETY.

The following circular relating to the annual provincial meeting has been issued to the members:—

Dear Sir,—I have the pleasure to inform you that the council have accepted an invitation to hold the annual provincial meeting of this society for the present year at Hull. It will accordingly be held in the Royal Institution, Albion-street, Hull, on Tuesday and Wednesday, the 17th and 18th of October next. The proceedings will be as follows:—

Tuesday, October 17: The president, Mr. Thomas Paine, will take the chair at eleven a.m., and address the meeting. After the address of the president, papers contributed by members of the society will be read and discussed. The meeting will adjourn at 1.30 for luncheon. It will be resumed at 2.30, and be closed at 4.30 o'clock. In the evening, the members of the Incorporated Law Society attending the meeting will be entertained at dinner by the president and members of the Hull Incorporated Law Society.

Wednesday, October 18: The meeting will be resumed at eleven a.m., when the reading of papers and the discussion thereon will be continued until 4.30 p.m., with the exception of an interval of adjournment for luncheon between 1.30 and 2.30 p.m.

The forty-ninth half-yearly general meeting of the Solicitors' Benevolent Association will be held in the Royal Institution on this day, the 18th of October, at ten a.m.

On the evening of Wednesday, October 18, there will be a *conversazione* and ball at the public rooms, Jarratt-street, at nine o'clock.

Excursions will be arranged for on Thursday, the 19th.

The Hull Committee will be happy to give any further information to members proposing to attend the meeting on application addressed to Mr. J. T. Woodhouse, Hull, the hon. secretary of the Hull Law Society, who will, if early application be made, be glad to arrange hotel accommodation for those desiring it.

Should you wish to attend the meeting, I shall feel obliged if you will communicate with me not later than the 22nd of August next.

If you are good enough to prepare a paper, I shall be obliged if you will inform me the title and purport of it by the 15th of September, and the paper itself should be placed in my hands on or before the 29th of September, in order that it may be printed for circulation at the earliest possible moment after the close of the proceedings.

Subject to the control of the president, each gentleman attending the meeting will be at liberty to speak and to vote upon any matter under discussion, but all resolutions expressive of the sentiments of the meeting will be framed in the form of recommendations or requests to the council to take the subjects of such resolutions into their consideration.—I am, dear sir, yours faithfully,

E. W. WILLIAMSON, Secretary.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held on Wednesday, July 12, at the Law Institution, Chancery-lane, London, Mr. Rickman in the chair; the other directors present being Messrs. Asker (Norwich), Brook, Hedger, Kays, Pennington, Roscoe, Sankey (Canterbury), and Smith (Mr. Eiffe, secretary). A sum of £325 was distributed in relief of necessitous solicitors and their widows and families; an annuity of £50, named the "Daniel Reardon Annuity, No. 2," was granted to a necessitous member of the association; six gentlemen were admitted members; a further donation of £50 to the funds of the association from Mr. John Clayton, of Newcastle-upon-Tyne, was reported, and a resolution of thanks for same unanimously passed to that gentleman; and other general business was transacted.

WORCESTER AND WORCESTERSHIRE INCORPORATED LAW SOCIETY.

The first general meeting of the above society after its recent incorporation was held at the Law Library, Pierpoint-street, on Monday, the 10th inst., at twelve o'clock at noon. Present: Mr. T. G. Hyde, president (in the chair), Messrs. W. Price Hughes, vice-president, C. Pidcock, T. Southall, M. Curtler, H. G. Goldingham, S. M. Beale, F. Corbett, E. A. Davis, H. Goldingham, jun., W. Allen, hon. treasurer, and F. Ronald Jeffrey, hon. sec. Before proceeding to the election of officers, the chairman congratulated the society on its recent incorporation. The following officers of the society were elected to serve until the first annual meeting in January next:—President, Mr. T. G. Hyde; vice-president, Mr. W. Price Hughes; hon. treasurer, Mr. W. Allen; hon. secretary, Mr. F. Ronald Jeffery; committee, the president, vice-president, treasurer, and secretary, Messrs. S. M. Beale, E. A. Davis, H. Goldingham, jun., F. Parker, and Thomas Southall. A report of the committee as to the best method of utilising the library building, which the society is about to acquire, and of raising the necessary funds for its purchase, was received, and certain resolutions thereon were agreed to. On the motion of Mr. C. Pidcock, seconded by Mr. H. G. Goldingham, a vote of thanks was unanimously accorded to the president for the active part he had taken in bringing about the incorporation of the society, and in promoting the purchase of the library building, and on the motion of Mr. M. Curtler, seconded by Mr. Southall, a vote of thanks was also given to the secretary for the special services rendered by him in relation to the same matters. At this meeting Messrs. Thomas Roberts and Samuel Southall, of Worcester, solicitors, were elected members of the society. Later in the day the members dined together at the Abbey Hotel, Great Malvern, where a very pleasant evening was spent.

LAW STUDENTS' JOURNAL.

UNITED LAW STUDENTS' SOCIETY.

At a meeting of this society, held at Clement's-inn Hall, on Wednesday, July 5, Mr. C. Kains-Jackson in the chair, Mr. Collyer moved, "That the Arrears Bill (Ireland) is unsound in principle and is likely to prove a dangerous precedent." He was supported by Mr. Kains-Jackson, and opposed by Messrs. Parsons, Eiloart, and Harvey. The opener replied, and on the motion being put to the meeting it was carried by a majority of one.

The fortnightly meeting was held at the Law Institution, on Monday, July 10, Mr. H. J. Broun in the chair. Mr. Shirley opened the following moot:—"A. promises to marry B. as soon as C. (A.'s father) dies. During C.'s lifetime A. marries another woman; she dies before C. B., on the death of A.'s wife, sues him for breach of his promise to marry her, his absolute refusal being implied in his first marriage. A. pleads that before action he was ready and willing to marry B. and that he still is. Can she recover damages?" Mr. Shirley, following the decision in *Frost* v. *Knight*, said she could recover. He was supported in this view by Mr. Nelham, and opposed by Messrs. Williams, Waddington, and Rundle-Levey. The opener then replied, and on the question being put to the meeting it was decided in the affirmative by a majority of three votes.

At a meeting of this society held at Clement's-inn Hall on Wednesday, July 12, Mr. F. O. Edlin in the chair, Mr. Spence moved, "That seduction ought to be made a criminal offence." He was supported in the affirmative by Mr. Wood, and opposed by Messrs. Newman, Williams, Shirley, Ramsdale, and Goodall. Mr. Spence replied, and, notwithstanding the great opposition made to the motion, it was carried by a majority of one.

LAW STUDENTS' DEBATING SOCIETY.

July 4.—In their report for the last session the committee mentioned that the society had held thirty-one meetings. The average attendance of members at the debates had been the highest during any session for the last seventeen years. Fifty-two new members had been elected, being the largest number in

any session since the foundation of the society. The total number of members now on the roll is 275. The following were the officers elected for the ensuing session:—Secretary, Mr. E. G. Spiers; treasurer, Mr. Walter Bartlett; reporter, Mr. W. A. Bilney; committee, Messrs. T. B. Napier, E. C. Barry, G. H. Bower, J. P. Hurst, and H. Mossop; auditors, Messrs. Kirk and Lloyd Jones; representatives of the society at the Social Science Association, Messrs. C. E. Barry and E. G. Spiers.

July 11.—The society held its annual dinner at the Criterion Restaurant, Mr. H. M. Phillips in the chair. Seventy-four members and visitors (among whom were several members of the Council of the Incorporated Law Society) were present.

LAW OF DISTRESS.

The following report of the Select Committee appointed to consider the whole subject of the Law of Distress, especially as regards agricultural landlords and tenants, has just been issued:—

Your committee have taken evidence upon the history, the working, and the effect of the Law of Distress, and have had before them, as witnesses, the Attorney-General for England, the Lord Advocate of Scotland, the Solicitor to the Inland Revenue Office, two country solicitors, two of the Assistant Commissioners to the Royal Commission upon Agriculture, two land agents, two house agents, two bank managers, one oilcake and manure merchant, one agricultural implement dealer; also nine farmers, of whom several occupy their own land; two are land valuers as well as farmers, and one acted as an Assistant Commissioner to the Royal Commission upon Agriculture.

The law of distress is stated to be of great antiquity. It is probably cotemporaneous with the feudal law. Distresses were originally merely pledges given to the lord, to compel the tenant to render the rent, or the services to which he was liable under his feudal contract. After a time, statute law endeavoured to define and to regulate this feudal custom. The law of distress now rests upon a mass of case law, and upon a great number of Acts of Parliament. Statutes have been enacted, sometimes for the protection of the tenants, sometimes for the security of the lord, extending from the Statute of Marlebridge, in the reign of Henry III., 1267, to 35 & 36 Vict. c. 50, in 1872. The right of distress—up to the time of William and Mary, limited to goods in the hands of the tenant which could be re-delivered to him without deterioration—was by the 2nd William and Mary, c. 5, extended to corn sheaves and other kinds of cut crops, and by the 11th George II., c. 19, the right of seizure was further extended to grass, hay, and other products of the soil. This brief statement is important, as showing how the law of distress, though varying from time to time under various influences, has been implanted in the ideas and habits, and contracts of the people, during many generations.

The consolidation of the numerous and complicated statutes relating to the law of distress is a matter for the consideration of experienced lawyers rather than for the decision of your committee. This question is one of importance, and if the law of distress should be maintained, it should not be forgotten.

The principle of satisfaction by distress is the one general remedy now existing in all cases of rent, assessment, and charge when property is the basis of liability. In modern statutes, whether for the recovery of tithe rent-charge, recovery of rates of every class, or recovery of penalties, the remedy of distress is generally the one provided in the first instance, and in some cases the only remedy. With respect to rates and penalties generally, no procedure can be taken against the individual until the power of distraint has been exhausted. The Crown's remedy for recovery of Crown debts is by distress.

The present law of distress gives power to the landlord to distrain for six years' rent, and allows the seizure of stock, machinery, &c., belonging to a third party when found on the occupation of a defaulting tenant. These, apart from the question of principle, appear to be the two main points which have led to the desire for investigation into the general bearing of the existing law.

It appears that in Scotland, notwithstanding recent legislation upon the law of hypothec, the landlord may, when six months' rent is unpaid, sue before the judge ordinary for his rent, and get a decree of removing against the tenant, unless the tenant finds security for the rent due and for the rent of the next five years. The law of hypothec is not abolished as regards urban tenements, nor with respect to holdings under two acres in extent. The Act of 1880 relating to hypothec does not apply to leases current at the time of the passing of the Act. Therefore as yet it is impossible to form a fair judgment as to the effect of the changes in the law. The law of distress differs from the Scotch law of hypothec in that the landlord in England has not the power to prevent his tenant from disposing of his crop before the rent becomes due. This power was given by the law of hypothec.

In respect of agricultural landlords and tenants, the main points upon which the witnesses gave evidence are as follows:—

(*a.*) The origin of the law, and its subsequent history.

(*b.*) The effect of the law upon rents and on competition for farms.

(*c.*) Whether the existence of the law has had any effect in increasing or diminishing the size of farms.

(*d.*) The operation of the law as regards the position of large and of small tenants respectively.

(*e.*) The effect of the law upon the credit of the tenant with the landlord, banker, and trader.

(*f.*) The extent to which the law has been put in force.

(*g.*) The cost of, and occasional hardships incident to, the levying of distress.

(*h.*) As to the relative position of the landlord and other creditors under the law.

(*i.*) As to the extent of the security for rent which landlords generally possess in the amount accruing to a tenant for acts of husbandry, emblements, and other customary claims.

(*j.*) The probable effect of abolition as regards large and small tenants respectively.

(*k.*) As to whether the law should be amended or abolished.

(*l.*) As to the expediency, should the law be abolished, of giving the owner a more summary means of re-entry in cases where the tenant is in arrer with his rent or otherwise breaks his covenants.

(*m.*) If the law is not abolished, but amended, what changes are desirable.

(*n.*) The effect of the law on the cultivation of the soil, and on the extent of poor land reclaimed.

Evidence was also adduced in respect of the law as affecting urban tenancies

The arguments for and against the existence of a law of distress have been explained by the witnesses before your committee with much ability.

In favour of the retention of the law it has been urged,—

(*a.*) That it is founded on immemorial custom.

(*b.*) That it gives additional security to mortgagees, and in certain cases to small annuitants, and also enables landowners to borrow money upon easier terms.

(*c.*) That the general opinion of tenants is in favour of its retention in an amended form.

(*d.*) That it is favourable to small tenants.

(*e.*) That if it were abolished some law or condition in the creation of tenancies more objectionable, and possibly injurious, would of necessity be introduced, such as

1. Rent paid in advance.
2. Finding security.
3. Bills of sale.
4. Stringent power of immediate re-entry.

(*f.*) That it is a cheap and easy remedy.

(*g.*) That though the law is very rarely enforced, the existence of the power is of great practical service.

(*h.*) That from the peculiarity of his position, and the fact of his claim continually accruing, a landlord should have a preferential right over an ordinary creditor.

(*i.*) That in case of a tenant's insolvency, the landlord would be in a worse position than any other creditor, since he not only runs the risk of loss of rent, but may be compelled suddenly to resume possession of his property, depreciated in quality, and ruined in letting value.

(*j.*) That in respect of house property, the abolition of the law would check the erection of dwellings for the class of small tenants.

(*k.*) That it is often difficult to find tenants with ample capital, and desirable to encourage rising men who have knowledge and industry, even though their capital be small; and that on the poorer classes of soil such men are alone available, and prove more successful cultivators.

(*l.*) That by the operation of the law of distress a tenant obtains longer credit from his landlord, equivalent to an advance of money often amounting to half a year's rent of a farm, or more, and for which the tenant pays no interest.

On the other hand it is contended—

That the existence of the law leads to undue competition for farms, and induces owners (especially needy ones) to accept as eligible tenants persons with insufficient means—one effect being to raise the rent to solvent men; and that the repeal of the law would prove an additional incentive to landowners to secure first-class tenants;

(*a.*) That it impairs the general credit of tenant farmers;

(*b.*) That it gives the landlord an unfair preference over other creditors;

(*c.*) That there is no difference in the commercial position of the landlord who supplies the land and the man who supplies any other commodity;

(*d.*) That it encourages bad farming and leads to diminished production;

(*e.*) That it is class legislation, conferring an undue preference.

The law of distress enables the landlord to distrain for the full amount of rent due, without allowing for any counter-claim which the tenant may have secured to him under agreement against his landlord, and some cases of great hardship have been given in evidence when the tenants have had to resort to action at law for the recovery of their claims. Provision should be made to meet this difficulty.

The right of distress is stated to be all-important for the purposes of the Inland Revenue, but the law employed for the recovery of the taxes appears to rest mainly upon special statutes.

Most of the witnesses who expressed themselves in favour of a retention of the law, at the same time advocated considerable modifications in its provisions. Those who desired the total abolition of the law were of opinion that cheaper and more speedy means of re-entry, in the event of non-payment of rent, must be given to the landlord.

In the opinion of your Committee a period of commercial and agricultural depression would be very inopportune for the abolition of the law of distress, which would of necessity impair the existing system of credit given by the landlord to the tenant, and cause serious inconvenience.

There are some special enactments relating to exemptions that require notice. The Lodger Act of 1871 protects goods that are not the property of the tenant; workmen's tools are exempt from seizure; looms and frames used by workmen at their homes are not liable for the rental of those homes. Goods sent to a house for the purposes of trade, as, for instance, a watch for repair, are not endangered by the law of distress. Beasts at the plough are excepted, unless there are not sufficient goods otherwise to distrain upon; and there are some other exemptions.

The titheowner can distrain for two years only.

Under the bankruptcy law the landlord has the privilege of preference with regard to one year's rent only.

Upon a careful review of the evidence placed before them, your Committee are of opinion that a law of distress should be retained. The evidence seems to them to favour modification rather than abolition of the law.

Your Committee recommend the following alterations in the law :—

That the right of distraint be restricted to one year's rent, and that this right should only be exercised within six months after the said year's rent has become due.

That with regard to agisted stock, the limit of distress should be the consideration payable for the grazing to the farmer who takes in the stock in accordance with section 5 of 30 & 31 Vict. c. 42.

That provision be made for the protection of machinery not the property of the tenant; also that animals not the property of the tenant, temporarily upon the holding for breeding purposes, be exempt.

That the limits of £20 distress, regulated by the Act of 1817 (57 Geo. 3, c. 93), be raised to £50, and that the allowance in the schedule of that Act for a man in possession be raised from 2s. 6d. to not exceeding 5s. a-day.

That, the attention of your committee having been called to the heavy and unnecessary costs incident to the processes of distress and the sale of effects, the costs and charges relative to distress for rent in cases above the limit regulated by the Act, should be subject to taxation by the registrar of the county court or other proper officer.

That the time a bailiff may remain in possession under a distress may, at the request of the tenant, and on his giving security for the costs, be increased from five to fifteen days, and that in such case no sale shall take place sooner, except at the request or with the consent of the tenant; also, that at the desire of the landlord, or of the tenant, the goods of the tenant may be removed for sale to public auction-rooms or some other fit place.

That appraisement previous to sale may be omitted, and that bailiffs should be approved by the county court judge of the district in which they act, and be subject to removal by him for extortion or misconduct.

Your Committee are of opinion that, so far as possible, the above recommendations should be embodied in a Bill, and laid before Parliament.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

July 13.—*Bill Read a Second Time.*

Corn Returns (No. 2).

Bills Read a Third Time.

Private Bills.—London Street Tramways Extension; Kingsbridge and Salcombe Railway; Gravesend Railway; Ascot District Gas.

Stolen Goods.

July 14.—*Bill Read a Second Time.*

Private Bill.—Sock Dennis Rectory.

Copyright (Musical Compositions); Public Offices Site.

Bills in Committee.

Baths and Washhouses Acts Amendment; Metropolitan Board of Works (Money); Corn Returns (No. 2).

Bills Read a Third Time.

Private Bill.—Swansea Corporation Loans.

Judgments (Inferior Courts).

July 18.—*Bills Read a Second Time.*

Bills of Exchange; Consolidated Fund (No. 4).

Bill in Committee.

Public Offices Site.

Bills Read a Third Time.

Private Bills.—Rotherham Corporation; Maryport District and Harbour; Plymouth and District Tramways; Lynn and Fakenham Railway; Eastern and Midlands Railway; Accrington Improvement; Newcastle-upon-Tyne Improvement.

Metropolitan Board of Works (Money); Corn Returns (No. 2).

New Bills.

Bill for the better protection of ancient monuments (Lord Chancellor).

HOUSE OF COMMONS.

July 13.—*Bills Read a Second Time.*

Turnpike Acts Continuance; Friendly Societies (Quinquennial Returns); Customs and Inland Revenue; Merchant Shipping (Colonial Inquiries).

Bills in Committee.

Consolidated Fund (No. 4); Settled Land.

Bill Read a Third Time.

Private Bill.—Derby Corporation.

Bill Withdrawn.

Rivers Conservancy and Floods Prevention.

July 14.—*Bill Read a Second Time.*

Militia Acts Consolidation.

Bills in Committee.

Turnpike Acts Continuance; Friendly Societies (Quinquennial Returns) (also read a third time).

July 15.—*Bill in Committee.*

Electric Lighting.

July 17.—*Bills Read a Second Time.*

Private Bills—Metropolitan Streets Improvement Act, 1877 (Amendment); Wrexham, Mold, and Connah's Quay Railway.

Medical Act, 1858 (Amendment).

Bills Read a Third Time.

Private Bill.—Driffield and District Water.

Turnpike Acts Continuance.

July 18.—*Bills Read a Second Time.*

Dover Harbour; Ionian Bank.

New Bill.

Bill to amend the Agricultural Holdings Act, 1875 (Mr. Stavelet Hill).

July 19.—*Bills Read a Second Time.*

Private Bills.—Alexandra (Newport) Docks; Great Western Railway (No. 1); Earl of Aylesford's Estates.

COMPANIES.

WINDING-UP NOTICES.

Joint Stock Companies.

Limited in Chancery.

Anglo-Virginian Freehold Land Company, Limited.—Kay, J., has fixed Friday, July 21, at 12, at the chambers of Hall, V.C., for the appointment of an official liquidator

Bognor Brick and Tile Company, Limited.—Petition for winding up, presented July 10, directed to be heard before Chitty, J., on July 22. Harlow, Southampton bldgs, Chancery lane, agent for Gregory, Chichester, solicitor for the petitioner

Constitutional Press Corporation, Limited.—Petition for winding up, presented July 7, directed to be heard before Chitty, J., on July 22. Chandler, Finsbury pavement, solicitor for the petitioners

Indian Co-operative Agency, Limited.—Petition for winding up, presented July 12, directed to be heard before Chitty, J., on July 22. Mote, Walbrook, solicitor for the petitioner

Industrial Operative Brickmaking Company, Limited.—Kay, J., has fixed Monday, July 24, at 12, at the chambers of Hall, V.C., for the appointment of an official liquidator

Rio Malagon Sulphur, Copper, and Silver Mines, Limited.—Petition for winding up, presented July 7, directed to be heard before Chitty, J., on July 22. Vernon and Co, Moorgate st, solicitors for the petitioners

Rye Vale Distilleries Company, Limited.—Kay, J., has, by an order dated June 21, appointed Baker Philip Daniels, 7, Poultry, to be official liquidator. Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, October 30, at 12, is appointed for hearing and adjudicating upon the debts and claims

Standard Bank of London, Limited.—Kay, J., has, by an order dated July 6, appointed Henry John Leslie and Simeon Charles Hadley, to be official liquidators

United Shepherds' Wheal Rose, Limited.—Petition for winding up, presented June 29, directed to be heard before Chitty, J., on Saturday, July 22. Chapman, Pancras lane, solicitor for the petitioner

William Slack and Son, Limited.—Petition for winding up, presented July 12, directed to be heard before Chitty, J., on July 22. Woodfin and Co, Tower chambers, Moorgate, solicitors for the petitioner

[*Gazette*, July 14.]

East London and Suburban Dairy Company, Limited.—By an order made by Fry, J., dated July 7, it was ordered that the company be wound up. Johnson, Lombard ct, solicitor for the petitioner

General Financial Bank, Limited.—Bacon, V.C., has, by an order dated April 12, appointed William Lott Wade, 46, Queen Victoria st, to be official liquidator. Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to the above. Wednesday, Nov 1 at 12, is appointed for hearing and adjudicating upon the debts and claims

New Zealand Land Corporation, Limited.—By an order made by Kay, J., dated July 7, it was ordered that the voluntary winding up of the corporation be continued. Miller and Vernon, Moorgate st, solicitors for the petitioner

West Frontino and Bolivia Gold Mining Company, Limited.—By an order made by Chitty, J., dated July 8, it was ordered that the company be wound up. Davis and Co, Coleman st, solicitors for the petitioner

Wilts and Gloucester Advance and Discount Company, Limited.—By an order made by Bacon, V.C., dated July 8, it was ordered that the company be wound up. Clarke and Co, Lincoln's inn fields, agents for Kinneir and Tombs, Swindon, solicitors for the petitioners

[*Gazette*, July 18.]

County Palatine of Lancaster.

Limited in Chancery.

Roger Leighton and Company, Limited.—By an order made by Bristowe, V.C., dated July 7, it was ordered that the company be wound up. Bitson and Grundy, Manchester, agents for Bryan, Hindley, solicitor for the petitioner

United Steam Tug Company, Limited.—Petition for winding up, presented July 11, directed to be heard before Bristowe, V.C., on Monday, July 24, at St. George's Hall, Liverpool. Pemberton and Co, Liverpool, solicitors for the petitioner

[*Gazette*, July 14.]

Goole Alum and Smelting Company, Limited.—Hearing of the petition for winding up, directed to take place July 17, has been adjourned to Monday, July 24 at 11, at St George's Hall, Liverpool. Chorlton, Manchester, solicitor for the petitioner

[*Gazette*, July 18.]

Stannaries of Devon.

Limited in Chancery.

Lady Bertha United Copper and Tin Mining Company, Limited.—By an order made by the Vice-Warden, dated July 3, it was ordered that the company be wound up. Snell and Co, George st, Mansion House, solicitors for the petitioners

[*Gazette*, July 14.]

FRIENDLY SOCIETIES DISSOLVED.

Court Paradise Regained A.O.F. Society, Odd Fellows' Hall, Upper Green, Keighley, York. July 11

Prince of Wales Benefit Society, Red Lion Inn, Aberavon, Glamorgan. July 11

Saint Albans Friendly Society, Townhall, St Albans, Hertford. July 10

Taliesin-ab-Jolo Lodge of the True Ivorites Beaufort Friendly Society, Swan Inn, Beaufort Iron Works, Llangattock, Brecon. July 11

[*Gazette*, July 14.]

Subscriptions are invited for 21,500 shares of £100 each in the "Southport and Cheshire Lines Extension Railway Company," which has been incorporated for the purpose of constructing a line to connect Southport with the Midland, Great Northern, and Manchester, Sheffield, and Lincolnshire systems. It is stated that these three companies, through their Cheshire Lines Committee, have agreed to find all necessary rolling-stock, and to work the line when completed; that a contract has been made for the construction upon terms within the capital of the company, and that interest at the rate of five per cent. will be paid until December 31, 1883, by which date the line will have been opened three months.

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.
LAST DAY OF PROOF.

BLYTH AND TYNE RAILWAY COMPANY. Aug 31. Grace v Grace, Fry, J. Armstrong, Newcastle upon Tyne

DUGMORE, ADAM, Holleston, Stafford, Farmer. July 31. Dugmore v Dugmore, Chitty, J. Wilkins, Uttoxeter

GWYN, WILLIAM EDWARD BEVAN, Plas-cwrt-hyr, Llangain, Carmarthen, Esq. Aug 2. Gwyn v Bowen, Kay, J. Thomas and Browne, Carmarthen

HOPKINSON, DAVID, Clay Cross, Derby, Draper. July 31. Hopkinson v Hopkinson, Fry, J. Gee, Chesterfield

ROSS, WILLIAM, Fobdown, Hants, Land Agent. Aug 7. Ross v Ross, Chitty, J. Goater, Southampton

WHITTAKER, THOMAS, Burnley, Lancaster, Gentleman. Aug 2. Whittaker v Whittaker, Bacon, V.C. Procter, Burnley

[*Gazette*, July 7.]

GILL, MARGARET, St John st rd, Clerkenwell. Oct 4. Gill v Smith, Kay, J. Naunton, Cheapside

GRAHAM, PETER, Lancaster gate, Esq. July 31. Graham v Graham, Kay, J. Baileys and Co, Berners st, Oxford st

GREGORY, EDWARD, Swansea, Grocer. Sept 1. Hartland v Gregory, Bacon, V.C. Stevens, Swansea

HALFORD, JAMES, Walthamstow, Licensed Victualler. July 30. Leech and Company v Halford, Fry, J. Maskell, Gt James st

HORLOCK, FRANCES, Ash hill, Shorwell, Isle of Wight. July 28. Mew v Harding, Bacon, V.C. Elgood, Lincoln's inn fields

OTTLEY, ROBERT, Liverpool. Aug 7. Appleyard v Turner, Chitty, J. Lynch, Liverpool

SMART, ROBERT HENRY, Watford, Hertford, Newspaper Reporter. Aug 5. Fox v Shipman, Kay, J. Grange, Great Grimsby

STEPHENSON, BENJAMIN, Tavistock sq, Merchant. Aug 8. Bacon, V.C. Mannings, Gresham house, Old Broad st

THORNTHWAITE, WILLIAM NOEL, Aneriey park, Penge, Gent. Aug 9. Thornthwaite v Parker, Chitty, J. Pritchard, Bridge st, Westminster

WILLS, THEOPHILUS SAMUEL, St Mary's rd, Willesden. Aug 1. Milner v Wills, Kay, J. Chamberlain, Finsbury sq

[*Gazette*, July 11.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.
LAST DAY OF CLAIM.

ALLAN, FREDERICK, King's Norton, Worcester, Retired Electro-Plated Goods Manufacturer. Aug 18. Cottrell, Birmingham

ARMSTRONG, THOMAS, Nether Knutsford, Chester. July 31. Caldecutt, Chester

BARKER, GEORGIANA, South Heigham, Norwich. Aug 15. Overbury and Gilbert, Norwich

BURTON, REBECCA, Newton Moor, near Hyde, Chester. Aug 24. Drinkwater, Hyde

CATTERMOUL, EVERET, Norwich, Gent. Aug 15. Overbury and Gilbert, Norwich

CLARK, JOHN, Bear lane, Southwark, Engineer. Sept 4. Yeilding and Barlow, George st, Westminster

COWPER, HENRY, Banbury, Oxford, Draper. Aug 26. Fortescue, Banbury

COX, ALBERT GEORGE, Crewkerne, Somerset, Surgeon. Aug 12. Clarke and Lukin, Chard

DELLAGANA, BARTHOLOMEW, The Terrace, Kennington. Aug 19. Barnard and Co, Lincoln's inn fields

DUNLOP, DURHAM, Alpha rd, Regent's pk, Gentleman. Aug 12. Bailey, Gt Winchester st bldgs

FISHER, MARY ANN, Norwich. Aug 15. Overbury and Gilbert, Norwich

HENDERSON, WILLIAM, Leicester, Draper. July 22. Hincks, Leicester

HERBERT, JOHN, The Grange, nr Leintwardine, Hereford, Farmer. Aug 10. Weyman, Ludlow

HERRING, GEORGE, Altofts, York, Gentleman. Aug 15. Gill and Hall, Wakefield

HIBBERT, OCTAVIA, Dorking, Surrey. Aug 12. Hopgood and Co, Whitehall pl

HILL, CAROLINE, Devizes, Wilts. Aug 1. Hulbert and Radcliffe. Devizes

HUMPHERY, Rev FRANCIS, Belaugh, Norfolk. Aug 9. Albery and Lucas, Midhurst

HURN, ANN, Bath. Aug 14. Gibbs, Bath

KNUCH, PHILIP, Warwick, Miller. Aug 20. Fortescue, Banbury

LINTON, HENRY WILLIAM, Kingston-on-Thames, Surrey. Aug 5. Buckland, Kingston-on-Thames

NEILL, ARCHIBALD, Bradford, York, Builder. Aug 10. Taylor and Co, Bradford

NOAKE, ARTHUR ISAAC, Redwick, Gloucester. July 25. Burges and Co, Bristol

OLIVER, ANN, Stamfordham, Northumberland. Aug 1. Redford, Newcastle upon Tyne

SHILLITO, WILLIAM, Sandal Magna, York, Yeoman. Sept 4. Chadwick, Dewsbury

SPARROW, HERBERT EDWARD, Gosfield, Essex, Gentleman. Aug 22. Copland, Chelmsford

THISTLE, ELIZABETH, Heigham, Norwich. Aug 15. Overbury and Gilbert, Norwich

TURNBULL, THOMAS, Birtley, Durham, Builder. Sept 1. Brown, Newcastle on Tyne

WOODARD, EDWARD, Billericay, Essex, Solicitor. Aug 19. Woodard and Hood, Billericay

WRIGHT, ROBERT JOHN, Norwich, Land Agent. Aug 15. Overbury and Gilbert Norwich

YOUNG, JAMES, Carlisle, Locomotive Foreman. Aug 3. Hough, Carlisle

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BERTSON, EDNA, Hanley, Staffordshire. Aug 19. Heath, Hanley

BLOMELEY, JAMES, Bury, Lancaster, Plumber. Aug 10. Grundy, Bury

BRINDLEY, SOPHIA, Blackpool, Lancaster. Aug 31. May and Parry, Blackpool

CARDWELL, WALTER, Dewsbury, York, Woollen Manufacturer. Oct 1. Simpson and Burrell, Leeds

CATTRELL, DANIEL, Liverpool, Carter. Aug 1. Lynch and Teebay, Liverpool

COUTTS, JOHN, James st, Covent garden, Potato Salesman. Aug 11. Smith, Aldersgate st

DARLEY, CLEMENT, Donhead St Andrew, Wilts, Farmer. Aug 10. Mayo and Marsh, Yeovil

DAVIS, EDWARD, Tewkesbury, Gloucester, Innkeeper. Aug 5. Moores and Romney, Tewkesbury

EADS, JOHN, Plymouth, Devon, Gent. Oct 23. Elworthy and Co, Plymouth

GLAVES, SOPHIA, Leeds, York. Sept 1. Snowdon and Meredith, Leeds

GOOCH, SARAH, Huddersfield, York. Aug 15. Clough and Brook, Huddersfield

GRIEVE, THOMAS, Palace rd, Lambeth. Aug 18. Rogers and Co, Westminster chmbrs, Victoria st

HARDY, THOMAS MANNING HART, Gutter lane, Cheapside, Licensed Victualler. Aug 26. Burn, Bell yard, Doctor's commons

HITCH, ALEXANDER HENRY, Fish st hill, Gent. Aug 31. Prentice, Whitechapel rd

HOBB, Rev WILLIAM STRONG, Barnstaple, Devon. Oct 5. Whiteford and Bennett, Plymouth

MEYNELL, GEORGE, son, Northallerton, York, Machinist. Aug 31. Jefferson, Northallerton

MILLER, GEORGE SEYMOUR, Bradpole, Dorset, Gent. Sept 7. Gundry, Bridport

MORRIS, HENRY HARVEY, Milton-under-Wychwood, Oxford, Farmer. Aug 11. Wilkins, Chipping Norton

NATION, WILLIAM GERMAN, Birkdale, Lancaster, Gent. Aug 8. White, Liverpool

OKELL, JOHN, Hooton, Chester, Stock and Share Broker. Aug 21. Tyrer and Co, Liverpool

PRICE, NELSON, Bredon, Worcester, Innkeeper. Aug 5. Moores and Romney, Tewkesbury

SMITH, SARAH ANN, Derby. Sept 30. Thorpe and Thorpe, Nottingham

WILLETT, WILLIAM, Cheetham, near Manchester, Saddler's Ironmonger. Aug 18. Sutton and Elliott, Manchester

WREN, CHRISTOPHER, Brighton, Sussex, Auctioneer. Aug 27. Woods and Dempster, Brighton

YAPP, SARAH ANN (otherwise SARAH ANN CORBETT), Worcester. Aug 31. Woodward, Birmingham

[*Gazette*, July 11.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		COURT OF APPEAL.	V. C. BACON.	V. C. HALL.
Monday, July	24	Mr. Teesdale	Mr. Cobby	Mr. King
Tuesday	25	Ward	Koe	Farrer
Wednesday	26	Teesdale	Cobby	King
Thursday	27	Ward	Koe	Farrer
Friday	28	Teesdale	Cobby	King
Saturday	29	Ward	Koe	Farrer
		Mr. Justice FRY.	Mr. Justice KAY.	Mr. Justice CHITTY.
Monday, July	24	Mr. Merivale	Mr. Jackson	Mr. Pemberton
Tuesday	25	Latham	Carrington	Clowes
Wednesday	26	Merivale	Jackson	Pemberton
Thursday	27	Latham	Carrington	Clowes
Friday	28	Merivale	Jackson	Pemberton
Saturday	29	Latham	Carrington	Clowes

SALES OF ENSUING WEEK.

July 24.—Mr. T. BATE, at the Mart, at 2 p.m., Leasehold Property (see advertisement, July 8, p. 3).

July 24.—Messrs. BAXTER, PAYNE, & LEPPER, at the Mart, at 2 p.m., Leasehold Properties (see advertisement, July 15, front page).

July 24.—Messrs. ELLIS & SON, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, July 15, p. 2).

July 24.—Messrs. C. & F. RUTLEY, at the Mart, at 2 p.m., Freehold Properties (see advertisements, July 15, p. 2, and this week, p. 6).

July 25.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold Properties (see advertisements, June 10, p. 12).

July 25.—Mr. FRANK STATHAM HOBSON, at the Mart, at 1 p.m., Leasehold Properties (see advertisement, July 8, p. 4).

July 27.—Messrs. C. C. & T. MOORE, at the Mart, at 1 for 2 p.m., Freehold, Copyhold, and Leasehold Estates (see advertisement, this week, p. 6).

July 28.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Advowson (see advertisement, this week, p. 6).

July 28.—Mr. F. ELLIS MORRIS, at the Mart, at 2 p.m., Freehold Properties (see advertisement, this week, p. 3).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

MOON.—July 11, at 3, Elm-park-gardens, South Kensington, the wife of Ernest Moon, barrister-at-law, of a son.

WILKINSON.—July 15, at 63, Harcourt-terrace, South Kensington, the wife of Thomas Lean Wilkinson, of the Inner Temple, barrister-at-law, of a son.

MARRIAGE.

CHANCELLOR—BIRD.—July 12, at Cheltenham, John Brandon Chancellor, barrister-at-law, to Ellen Faber, daughter of the late Charles James Bird, M.C.S., of Little Hatherley, Cheltenham.

DEATHS.

GOLDSMITH.—July 13, at Maida-vale, of pneumonia, John Goldsmith, late of Doctors'-commons, solicitor, the beloved son of J. W. Goldsmith.

LIEBSTEIN.—July 13, at Highbury-hill, Hermann Liebstein, barrister-at-law, aged 53.

TEMPEST.—July 15, at 18, Lawn-terrace, Blackheath, S.E., Charles Tempest, formerly of Leeds, solicitor, aged 62.

LONDON GAZETTES.

Bankrupts.

FRIDAY, July 14, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Clark, Robert, Jewin crescent, Ostrich Feather Manufacturer. Pet July 11. Murray. July 28 at 12.30

Dowling, William E Bruce, Clerk in the Post Office. Pet July 12. Brougham. July 28 at 1

To Surrender in the Country.

Beart, James Alfred, Dunstable, Bedford, Surgeon's Assistant. Pet July 8. Cooke. Luton, July 28 at 11

Gardner, Harry, Havant, Hants, Baker. Pet July 6. Renny. Portsmouth, Aug 3 at 12
Kenrick, Herbert Archibald, no fixed residence, out of business. Pet July 11. Vaughan-Williams. Wrexham, Aug 1 at 12
Marfleet, William Benjamin, Finchley, Grocer. Pet July 3. Boyes. Barnet, July 25 at 11
Rishforth, John, Kellington, York, Farmer. Pet July 10. Mason. Wakefield, July 26 at 11
Wright, Thomas, Headingley, nr Leeds, Insurance Agent. Pet July 12. Marshall. Leeds, July 26 at 11

TUESDAY, July 18, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Keith, Lawrence, The Elms, West Kensington terrace. Pet July 13. Hazlitt. Aug 2 at 12
Lazarus, Morris, Draper st, Walworth rd, Butcher. Pet July 13. Hazlitt. Aug 2 at 12
To Surrender in the Country.
Armstrong, Joseph, and Frank Hounsfield, Rotherham, Steel Manufacturers. Pet July 13. Wake. Sheffield, Aug 2 at 1
Dudding, Alice Wilson, Aberayron, Cardigan. Pet July 13. Jenkins. Aberystwith, Aug 1 at 12
Durno, Leslie, Leicester, Draper. Pet July 12. Ingram. Leicester, Aug 2 at 12
Flitton, John, Ryde villas, Wandsworth, Builder. Pet July 14. Willoughby. Wandsworth, Aug 4 at 11
Hodgson, Thomas, Bradford, York, Labourer. Pet July 14. Lee. Bradford, Aug 4 at 12
John, William, Lanteague, Crunwere, Pembroke, Farmer. Pet July 12. Parry. Pembroke Dock, Aug 3 at 1
Lycett, Alfred, and Frederick Lycett, Sutton, Surrey, Bakers. Pet July 11. Rowland. Croydon, Aug 1 at 11
Walker, Mary Jane, Hastings, Lodging-house Keeper. Pet July 15. Young. Hastings, Aug 5 at 1

BANKRUPTCIES ANNULLED.

FRIDAY, July 14, 1882.

McConnal, George, Abchurch lane, Solicitor. July 11
Temple, Leofric, King's Bench walk, Temple, Q.C. July 7

TUESDAY, July 18, 1882.

Sheppard, James, Shakespeare terrace, Upper Holloway, Boot and Shoe Dealer. July 14

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, July 14, 1882.

Anthony, David, Llanstephan, Carmarthen, Publican. July 25 at 10.30 at office of White, King st, Carmarthen
Badkin, Frederick Conrad, Strand, Law Stationer. July 28 at 1 at office of Yewdall, Henrietta st, Covent Garden
Bannister, Edward, Bradford, Machine Wool Comber. July 27 at 2.30 at office of Senior, New Ivegate, Bradford
Bawn, Henry, Bristol, General Shopkeeper. July 26 at 2 at office of Clifton and Carter, Broad st, Bristol
Baxter, Thomas, Newmarket, Shoemaker. July 27 at 1 at White Hart Hotel, Newmarket. Gross, Bury St Edmunds
Beck, Edwin, Worcester, Baker. July 24 at 11 at office of Tree and Son, High st, Worcester
Belcham, Charles Francis, Southend, Butcher. July 29 at 2 at London Hotel, Southend. Wood, Rochford
Bell, Thomas Leslie Gregson, Stratford, Chemical Manufacturer. Aug 1 at 2 at office of Wenham, Finsbury circus. Blachford and Co, College hill
Biss, William, Tunbridge Wells, Grocer. July 27 at 3 at 6, Arthur st East. Carter and Bell, Eastcheap
Bodger, John Edward, Inkerman ter, Kensington, out of business. Aug 28 at 12 at office of Braund, Furnival's inn
Bottomley, Robert Jennings, Gt Horton, nr Bradford, Innkeeper. July 26 at 3 at office of Peel and Co, Chapel lane, Bradford
Bradshaw, Edwin, and Peter Gregson, Manchester, Accountants. Aug 4 at 3 at office of Haslam, Mosley st, Manchester
Brenner, Max, Upper Norwood, Shipping Agent. July 27 at 3 at office of Finch, Borough High st, Southwark
Bridgman, John, Honiton, Devon, Innkeeper. July 26 at 3 at Black Lion Inn, Honiton. Every, Honiton
Bromhead, Henry, Earlestown, Lancaster, Ironmonger. July 27 at 11 at office of Ridgway and Worsley, Cairo st, Warrington
Browett, Frederick, Coventry, Trimming Manufacturer. July 27 at 12 at office of Hughes and Masser, Little Park st, Coventry
Caddick, William, Walsall, Grocer. July 27 at 11 at offices of Loxton, the Bridge, Walsall
Cartwright, William Henry, St George, nr Bristol, Commission Agent. July 24 at 2 at office of Salisbury, Broad st, Bristol
Charnock, Emanuel Nicholson, Leeds, Grocer. July 27 at 11 at office of Harrison, East parade, Leeds
Clayden, John, jun, Essex rd, Islington, Corn Merchant. July 29 at 11 at offices of Hatchett and Co, Mark lane
Crowe, George Charles, Newcastle upon Tyne, Architect. July 26 at 3 at offices of Warlow, Collingwood st, Newcastle upon Tyne
Daw, Joseph, jun, Mark lane, Shipping Agent. Aug 2 at 12 at offices of Baylis and Pearce, Church ct chmbrs, Old Jewry
Daymond, William Easterbrook, Torquay, Devon, Builder. July 27 at 11 at offices of Lindop, Fleet st, Torquay
Dearden, Hilton, Halifax, York, Cotton Spinner. July 26 at 12 at the White Horse Hotel, Hebden Bridge. Sutcliffe, Hebden Bridge
Dickenson, Joseph Edmund, Glossop, Derby, Grocer. July 28 at 3 at offices of Needham and Co, York st, Manchester
Dover, John, Stanwix Bank, near Carlisle, Innkeeper. July 26 at 3 at offices of Wannop, Carlisle
Dutton, James, Pembroke Dock, Pembroke, Provision Merchant. July 31 at 12 at 3, Water st, Pembroke Dock. Brown, Pembroke Dock
Faulkner, Richard Stogdon, Exeter, Currier. July 27 at 11 at offices of Southcott, Post Office st, Bedford circus, Exeter
Follows, James, Birmingham, Railway Inspector. July 26 at 3 at offices of Crompton, Cannon st, Birmingham
Fowler, Matthew, Newton, Lancaster, Shovel Manufacturer. July 26 at 3 at the Blackfriars Hotel, Blackfriars st, Manchester. Hill, Manchester
Green, George, Greenwich, Fancy Repository Proprietor. Aug 2 at 3 at offices of Hulbert, Coleman st
Grimley, Frederick Pouncey, Fore st, Upper Edmonton, Plumber. July 28 at 3.30 at offices of Rumney, Walbrook
Grimwood, Ramon, Harley st, Cavendish sq, Boarding-house Proprietor. Aug 1 at 3 at 270, High Holborn. Henderson and Buckle, Fenchurch st
Hall, William Benjamin, Mile end rd, Licensed Victualler. Aug 4 at 3 at office of Montague, Bucklesbury
Haran, Patrick, Batley, York, Grocer. July 28 at 3 at office of Law, Crown bldgs, Commercial st, Batley.
Harris, Nathan, Kennington rd, Wholesale Jeweller. July 31 at 3 at office of Lee, Gresham bldgs, Basinghall st
Hart, Henry, Withington, Gloucester, Gentleman. July 21 at 3 at office of Smith, Corn Exchange, Cheltenham
Hawkes, Frederick, Chesham, Buckingham, Wooden Ware Manufacturer. July 29 at 2 at George Hotel, High st, Chesham. Scott and Co, Lincoln's inn fields
Hedgcock, Henry, Commerce rd, Wood Green, Grocer. Aug 1 at 12 at office of Isard and Co, Arthur st. Norman, Chatham
Hickingbotham, William, Euston rd, Upholsterer. Aug 2 at 3 at office of Gamble and Harvey, Gresham buildings, Basinghall st. Pittman, Guildhall chambers, Basinghall st
Hinton, James, Dudley, Worcester, Currier. July 28 at 12 at office of Whitehouse, Castle st, Dudley
Hogg, John, Gt Ayton, York, out of business. July 26 at 11 at office of Draper, Finkle st, Stockton on Tees
Holmes, John William, Wilson Lowther, and Howard Barns, Liverpool, Ship Chandlers. Aug 3 at 2 at the Law Association Rooms, Cook st, Liverpool. Bateson and Co, Liverpool
Holt, William, Accrington, Lancaster, Plumber. July 31 at 3 at Adelphi Hotel, Avenue parade, Accrington. Sharples, Accrington
Hornblower, Jethro, Mark lane, Wine Merchant. July 31 at 3 at offices of Plews and Co, Mark lane
Hull, Mark, Shirland rd, Paddington, Builder. July 28 at 2 at offices of Dubois, Serjeants' inn, Chancery lane. Smith and Co, Selborne chmbrs, Chancery lane
Jarrett, Joseph John, sen, Old Shildon, Durham, Painter. July 31 at 11.30 at offices of Edgar, Silver st, Bishop Auckland
Jordan, George, Holt, Worcester, Carpenter. July 28 at 11 at offices of Allan and Beauchamp, Sansome pl, Worcester
Kiddle, Jonas James, Bristol, Watch and Material Dealer. July 25 at 2 at offices of Pitt, Nicholas st, Bristol
King, George, Tower st, Hackney, Oil Merchant. July 31 at 2 at Guildhall Coffee House, Gresham st. Carter and Bell, Eastcheap
Langford, Thomas, Whitechapel rd, Parasol Manufacturer. July 21 at 3 at offices of Harrison, Pancras lane
Lawford, John Alfred, Fenchurch st, Asphalte Contractor. July 27 at 3 at offices of Nicholls, Old Jewry chmbrs
Laycock, James, Calverley, York, Builder. July 26 at 11 at offices of Tunnicliffe, Market st, Bradford
Leach, William, Over Darwen, Lancaster, Cotton Manufacturer. July 27 at 11 at offices of Broadbent, Bank chmbrs, Church st, Over Darwen
Little, Thomas, Escomb lane Ends, near Bishop Auckland, Durham, Innkeeper. July 28 at 3 at offices of Maw, Market pl, Bishop Auckland
Mann, John, Comberton, Cambridge, Farmer. July 26 at 2 at offices of Whitehead, Post office terrace, Cambridge
Mansbridge, Edwin, Southsea, Hants, Builder. July 26 at 3 at offices of Cousins and Burbridge, St Thomas' st, Portsmouth
Mellor, William, and Thomas Robinson, Crispin st, Spitalfields, China and Glass Dealers. July 21 at 2 at offices of Hulbert, Coleman st
Nash, George, Barron's pl, Waterloo rd, Turner. July 26 at 3 at offices of Ody, Blackfriars rd
Neeves, Benjamin George, Tunbridge Wells, Kent, Commission Agent. July 26 at 11 at offices of Drake and Co, New Bridge st. Rogers, Tunbridge
Newsome, Charles, Manchester, Cloth Raiser. Aug 7 at 11 at offices of Nadin, King st, Manchester
Olive, Luther, Keston, Kent, Miller. Aug 2 at 2 at offices of Latter and Willett, Market sq, Bromley
Page, Josiah, Dudley, Worcester, Draper. July 27 at 11 at offices of Tinsley, Priory st, Dudley
Parkin, Henry George, Kingston upon-Hull, Temperance Hotel Keeper. July 21 at 3 at Law Society, Lincoln's inn bldgs, Bowl alley lane, Kingston-upon-Hull. Shackles
Patterson, William, Birkenhead, Chester, Tallow Chandler. July 26 at 3 at office of Thompson, Hamilton st, Birkenhead
Pearce, Samuel, Yiewsley, West Drayton, Coal Merchant. July 31 at 3 at George Inn, Uxbridge. Philp, Hayes
Pell, Henry George, Boston, Lincoln, Grocer. July 28 at 12.30 at office of Wise, Church yd, Boston
Perry, Joseph, Old Swinford, Worcester, Licensed Victualler. July 26 at 11 at office of Collis, Union chbrs, Stourbridge
Polley, Arthur Ralph, and John Edward Dunn, Tottenham court rd, Cheesemongers. July 28 at 3 at office of Shearer, Basinghall st. Prockter and Andrews, Princes st, Spitalfields
Porter, Joseph, Bath, Sewing Machine Agent. July 29 at 12 at the Pioneer Coffee Tavern, Westgate st, Bath. Essery, Bristol
Pott, William Hallings, Mark lane, Merchant, July 31 at 2 at offices of Cooper and Co, George st, Mansion house. Hollams and Co, Mincing lane
Powell, Alfred, Lye, Stourbridge, Worcester, Grocer. July 23 at 11 at office of Davies, Union st, Dudley
Prudhoe, Robert, Spennymoor, Durham, Innkeeper. July 28 at 11 at office of Maw, Market pl, Bishop Auckland
Ravenscroft, William, Over, Chester, Coachbuilder. July 31 at 3.30 at office of Cheshire, Northwich
Robson, William Fisher, Kendal, Westmoreland, Bookseller. Aug 1 at 11 at office of Arnold and Greenwood, Highdate, Kendal
Rossington, John, North Collingham, Notts, Licensed Victualler. Aug 3 at 3 at office of Pratt and Hodgkinson, North gate, Newark upon Trent
Rowland, Ephraim, Stafford, Boot Manufacturer. July 27 at 2 at office of Hand and Co, Martin st, Stafford
Royle, Anne, Manchester, Printer. Aug 1 at 3 at office of Barker, Princess st, Manchester
Scoates, Samuel Francis, Ramsgate, Smack Owner. July 28 at 3 at office of Sparkes, Harbour st, Ramsgate
Stock, Richard, Thorley, Herts, Corn Merchant. July 27 at 10.30 at office of Acklands and Nockolds, Market sq, Bishops Stortford
Taylor, George Edward, Margate, Grocer. Aug 1 at 2 at Guildhall Coffeehouse, Gresham st. Sparkes, Margate
Thomas, John Whitta, Great Fenton, Stafford, out of business. July 22 at 11 at office of Welch, Caroline st, Longton
Thornton, William Winn, Castleford, York, Stationer. July 29 at 3 at office of Horner and Edmondson, Wood st, Wakefield
Thorogood, Thomas, Blackstock rd, South Hornsey, Baker. July 26 at 4 at office of Hanson, King st, Cheapside. Wetherfield, King's Arms yd
Toms, Richard John, Falmouth, out of business. July 25 at 4 at Bush Hotel, Deansgate, Manchester. Thomas, Swansea
Turner, Robert, Upton, Norfolk, Farmer. July 19 at 12 at office of Stanley, Bank Plain, Norwich
Tyrrell, Seymore, Milton, Berks, Farmer. July 28 at 12 at Queen's Hotel, Abingdon. Sedgefield and Pryce, Abingdon
Vasey, James, Evenwood, Durham, Grocer. July 25 at 3 at Grainger st West, Newcastle upon Tyne. Richardson, Newcastle upon Tyne
Wardroper, Frank, St Thomas's Hospital, Westminster Bridge, Clerk. July 24 at 3 at 3 at office of Canwarden, Old Jewry
Waller, Alfred Mortimer, Greenhithe, Kent, Clerk. July 29 at 11 at office of Lord and Co, Bucklersbury. Hepburn and Co, Bird in hand ct, Cheapside
Webb, John, Euston rd, Paper stainer. July 31 at 12 (in lieu of the place originally named)
Whitehouse, Benjamin, Dudley, Worcester, Rope and Twine Manufacturer. July 26 at 3 at office of Waldron, Brierley Hill
Whittington, William Henry, Ryde, Isle of Wight, Grocer. July 28 at 3 at Market st, Ryde. Fardell and Dashwood, Ryde

Whitworth, James Parsons, Bedford, Ironmonger. July 28 at 12 at Inns of Court Hotel, Holborn. Conquest and Clare, Bedford
Williams, Charles Richard, Carlisle, Jeweller. July 27 at 12 at Scotch st, Carlisle. Murray, Carlisle
Wood, John, Cannock, Stafford, Tobacconist. July 31 at 3 at office of Flewker and Page, Darlington st, Wolverhampton
Wraith, Charles Albert, New Brompton, Kent, out of business. July 31 at 3 at King's Head Hotel, High st, Rochester. Shakespear, Chatham

TUESDAY, July 18, 1882.

Aston, Benjamin, Preston, Lancaster, out of business. Aug 11 at 12.30 at office of Charnley, Winckley st, Preston
Baker, James, Blackheath, Kent, Baker. July 29 at 2 at office of Cooper and Co, Lincoln's inn fields
Barber, Robert, Woolwich, Kent, Slater. July 31 at 1 at office of Hughes, Gresham bldgs
Bartlett, Maria, Sittingbourne, Kent. Aug 3 at 11 at office of Gibson, West st, Sittingbourne
Beale, William, Lombard Works, Totteridge rd, Builder. Aug 2 at 2 at 270, High Holborn. Rubinstein, Raymond bldgs
Benzie, James Robert, Basingstoke, Southampton, Jeweller. July 29 at 12 at office of Chandler, Basingstoke
Blanck, Francis, and Anton Peyser, Wilson st, Finsbury, Wholesale Fancy Stationers. Aug 1 at 2 at office of Foster, Gracechurch st
Bostle, Thomas, Sunderland, Durham, Glass Merchant. July 31 at 2 at Griffin Hotel, Leeds. Stokoe, Sunderland
Burton, James, Selby, York, Farmer, July 28 at 3 at office of Haigh and Son, Wide st, Selby
Chapman, Christopher Tom, Leicester, Bricklayer. July 28 at 3 at office of Wright, Belvoir st, Leicester
Cole, John, Boxted, Essex, Coach Builder. Aug 4 at 3 at office of Jones, Townhall chmbrs, Colchester
Coppard, George, Monkwell st, Manufacturers' Agent. July 31 at 12 at offices of Plunkett and Leader, St Paul's Churchyard
Corney, Henry Bickerstaff, Liverpool, Publisher. Aug 2 at 3 at offices of Browne, Westminster chmbrs, Crosshall st, Liverpool
Cox, Oliver, Bristol, Journeyman Baker. July 29 at 11 at offices of Pigeon, Guildhall chmbrs, Broad st, Bristol
Davies, William, and John Williams, Oswestry, Salop, Drapers. July 31 at 2 at the Public Hall, Oswestry. Ellis, Oswestry
Dodds, John, York, Cab Proprietor. July 28 at 11 at offices of Crumbie, Stonegate, York
Donoghue, Bridget, Royal Mint st, Egg Merchant. July 27 at 1 at offices of Porteous, Basinghall st
Dye, William, Old Ford rd, Old Ford, Boot Manufacturer. July 31 at 3 at offices of Funston and Hooper, Finsbury pavement
Edmonds, Mary Elizabeth, and Ellen Edmonds, Cheltenham, Licensed Victuallers. July 26 at 12 at offices of Potter, Northfield House, North pl, Cheltenham
Evans, John, Hoole, Chester, Butcher. Aug 1 at 11 at offices of Price, Eastgate, Chester. Brassey, Chester
Ewens, George Thomas, Brompton rd, Wine Merchant. Aug 4 at 12 at the Inns of Court Hotel, High Holborn. Orgill, Bedford row
Exley, Benjamin, Idle, nr Bradford, York, Tailor. July 28 at 3 at offices of Atkinson and Wilson, Tyrrel st, Bradford
Field, William Ridewood, Catherine st, Strand. Aug 1 at 3 at office of Hicks and Arnold Wellington st, Strand
Fox, Richard, Pontefract, Butcher. Aug 8 at 11 at office of Foster and Raper, Ropergate, Pontefract
Foxcroft, William, Birmingham, Oil Merchant. Aug 1 at 3 at office of Buller and Bickley, Bennett's hill, Birmingham
Franke, Johannes Hermann, Teddington, Musical Artiste. Aug 3 at 2 at 83, Gresham st. Harwood and Stephenson, Lombard st
Fulford, Rev William, Cambridge gardens, Notting hill. Aug 2 at 3 at office of Rubinstein, Regent st
Gate, Benjamin, Wigton, Cumberland, Innkeeper. July 31 at 11.30 at office of McKeever, Market pl, Wigton
Gilbert, William, Manchester, Contractor. Aug 4 at 3 at office of Wooddall and Marriott, Norfolk st, Manchester
Glubb, William, Devonport, Publican. July 28 at 12 at office of Square and Co, Bank of England chmbrs, Plymouth
Greaves, Charles, Longsight, nr Manchester, Confectioner. Aug 2 at 3 at office of Horner and Son, Clarence st, Manchester
Greenwood, James, Todmorden, Shuttle Maker. July 28 at 3.30 at Mitre Hotel, Manchester. Eastwood, Todmorden
Griffiths, Caleb, Newbury, Coachbuilder. July 31 at 11 at White Hart Hotel, Newbury. Belcher, Newbury
Guiders, Ronald Charles Edward, and Thomas Cartwright, Hanley, Stafford, Earthenware Manufacturers. July 31, at 11.30 at Queen's Hotel, Hanley. Coopers, Newcastle
Habgood, Robert, Cirencester, Gloucester, out of business. Aug 1 at 2 at King's Head Hotel, Cirencester, Mullings and Co, Cirencester
Haggerty, George, Newcastle upon Tyne, Clothier. July 28 at 2 at office of Keenlyside and Co, St John's chbrs, Grainger st West, Newcastle upon Tyne
Hawksworth, Thomas, Liverpool, Licensed Victualler. Aug 2 at 2.30 at office of Quinn and Sons, Lord st, Liverpool
Henshaw, Edward, and Solomon Henshaw, Ashton under Lyne, Lancaster, Joiners. July 31 at 3 at the Pitt and Nelson Hotel, Old st, Ashton under Lyne. Toy and Broadbent, Ashton under Lyne
Hill, Charles Henry, Trafalgar house, Little Trafalgar pl, New Kent rd, Broom Handle Manufacturer. July 28 at 2 at office of Soames, Finsbury pavement
Horrex, Arthur Simpson, Hastings, Sussex, Bookseller. July 27 at 11 at Cambridge rd, Hastings. Chalinder
Hufton, Joseph Thornley, Sheffield, Joiner. July 28 at 4 at office of Pierson, Queen st, Sheffield
Hyatt, Charles Edward, Freemantle, Southampton, Grocer. July 27 at 12 Friar st, Reading. Newman
Jackson, David, West Hartlepool, Durham, Grocer. Aug 2 at 3 at office of Bell, Church st, West Hartlepool
James, Reginald Haweis, Union ct, Old Broad st, Silk Broker. Aug 3 at 3 at office of Fox and Greig, Austin Friars. Elwes and Sharpe, Furnival's inn, Holborn
Jones, Peter, Warwick, Coachman. Aug 1 at 11 at offices of Boddington, High st, Warwick
Klein, Nicholas, Green st, Bethnal Green, Baker. Aug 4 at 2 at offices of Brown, Basinghall st
Leese, Albert Augustus, Mayfield, nr Ashbourne, Miller. July 31 at 3 at offices of Cooper and Co, Lincoln's inn fields
Lewis, John, Reading, Berks, Coal Merchant. Aug 4 at 3 at office of Brain, Friar st, Reading
Luscombe, William Richard, Gt St Andrew st, Bloomsbury, Bootmaker. July 27 at 3 at office of Lloyd, London wall
Mann, Jesse, Halifax, York, Joiner. Aug 1 at 11 at offices of Boocock, Silver st, Halifax
Mason, Edwin, Blackheath, Hair Dresser. July 31 at 3 at office of Durant, Guildhall chmbrs, Basinghall st
May, Hannah Love, Oakenshaw, Durham, out of business. Aug 1 at 12 at 25, Market pl, Durham. Oliver, Durham
Miller, William, Newport, Isle of Wight, Dealer in Fancy Goods. Aug 8 at 2 at office of Edmonds and Co, Cheapside. Beckingsale, Newport
Mills, William, Joseph Henry Mills, and Albert Mills, Woodhouse Mill, nr Rotherham, Shovel Manufacturers. Aug 2 at 11.30 at offices of Camm and Corbidge, Norfolk st, Sheffield. Middleton and Sons
Morgan, James, Romford, Essex, Builder. July 31 at 3 at offices of Aird, Eastcheap
Mutteen, Joseph Holten, Manchester, Auctioneer. Aug 1 at 3 at office of Horner, Clarence st, Manchester
Moulding, Thomas James, and Thomas Peter Moulding, Northampton, Tanners. Aug 1 at 3 at office of Becke, Derngate, Northampton
Needham, Anderson George, Leeds, Fish Salesman. July 31 at 3 at office of Dunn and French, East parade, Leeds
Payne, John, Hove, Sussex, Plumber. Aug 2 at 12 at 98, Cheapside. Cockburn, Brighton
Penston, Charles Attree, Ponton rd, Nine Elms, Butcher. July 28 at 12 at office of Ody, Blackfriars rd
Phillips, John, Pembroke, Farmer. July 27 at 11 at office of Jones, Victoria pl, Haverfordwest
Pitcher, William Michael, Cheltenham, Gloucester, Boot and Shoe Manufacturer. July 31 at 12 at office of Potter, Northfield House, North pl, Cheltenham
Pollington, John, Skegness, Lincoln, Tobacconist. July 28 at 2 at Lumley Hotel, Skegness. Walker and Co
Potter, John, Bristol, Baker. July 28 at 2 at office of Sibly and Dickinson, Exchange West, Bristol
Power, William, St Leonard's on Sea, Sussex, Carver. July 27 at 2 at office of Norris and Carless, Warrior sq, St Leonard's on Sea
Pratt, James, Wooburn, Buckingham, Grocer. July 31 at 2 at offices of Clarke, Easton st, High Wycombe
Prior, Alfred, Bridge, Kent, Grocer. July 29 at 2 at Foresters' Hall, Canterbury. Mercer, Canterbury
Ratcliffe, Henry, Leicester, Licensed Victualler. July 31 at 12 at offices of Curtis, Halford st, Leicester
Ratcliffe, Moses, Manchester, Wine Retailer. Aug 8 at 2 at offices of Cobbett and Co, Brown st, Manchester
Raymond, John, Birmingham, Boot Maker. July 28 at 3 at offices of Hawkes and Weekes, Temple st, Birmingham
Reynolds, Mary, and William Reynolds, Warwick, Coal Merchants. July 31 at 11 at offices of Boddington, High st, Warwick
Roberts, George Thomas, St George's, Salop, out of business. July 28 at 3 at offices of Morris, Swan hill, Shrewsbury
Rother, Robert, Priest ct, Foster lane, General Merchant. Aug 8 at 3 at the Guildhall Tavern, Gresham st. Hilbery, Billiter st
Schutte, Reinhard, Great Grimsby, Lincoln, Leather Dresser. Aug 9 at 4 at offices of Grange and Wintringham, St Mary's chmbrs, West St Mary's gate, Great Grimsby
Seville, John Owen, Hulme, Lancaster, Grocer. Aug 2 at 3 at offices of Oram and Co, Peter st, Manchester
Sherratt, William, Biddulph, Stafford, Miller. Aug 2 at 11 at Lion and Swan Hotel, West st, Congleton. Sheldon
Simms, Henry, West Bromwich, Stafford, Coal Dealer. Aug 1 at 11 at offices of Jackson and Sharpe, High st, West Bromwich
Simpson, Robert, Pickering, York, Hotel Keeper. July 31 at 3 at George Hotel, Pickering. Harrison, Kirby Moorside
Smith, William, and William Phillips, Redruth, Cornwall, Boot and Shoe Manufacturers. July 31 at 11 at offices of Paige and Co, Redruth
Solomons, Eleazer, Wood st, Flower Importer. Aug 3 at 3 at Cannon st Hotel, Cannon st. Goldberg and Langdon, West st
Stafford, Joseph, Thurmaston, Leicester, Labourer. Aug 8 at 3 at offices of Buckby, Gallowtree gate, Leicester
Stonehouse, Alfred, Newport, Monmouth, Ship Broker. July 28 at 11 at offices of Vaughan, Dock st, Newport
Tarrant, Henry, Whittington villas, Champion Hill, Builder. July 31 at 3 at offices of Saunders and Co, Coleman st
Thomas, Elijah Edwin, Fonthill rd, Finsbury pk, Marble Mason. Aug 11 at 2 at offices of Wedlake, Serjeant's inn, Fleet st
Townshend, Charles, North Shields, Northumberland, Pork Butcher. July 28 at 3 at offices of Newlands, King st, South Shields
Troubridge, William Charles, Burton-on-Trent, Stafford, Builder. July 24 at 3 at the Midland Hotel, Burton-on-Trent. Mears, Burton-on-Trent
Turner, William, Richard Turner, and Nathaniel Turner, Blackburn. Cotton Manufacturers Aug 4 at 3 at the Trevelyan Temperance Hotel, Corporation st, Manchester. Cooper, Preston
Vale, William, Barrow-in-Furness, Lancaster, Furniture Dealer. July 26 at 3 at the Station Hotel, Carnf rth. Hudson, Barrow-in-Furness
Whitburn, Nicholas John, Falmouth, Cornwall, Schoolmaster. July 31 at 2.30 at offices of Jenkins, the Square, Penryn. Terrill, Penryn
Whitlock, Frank, Falcon rd, Battersea, Provision Dealer. July 26 at 11 at 105, High st, Borough, Southwark. Rashleigh, Three Crown sq, Borough, Southwark
Wilton, Stephen Thomas, Great Dunmow, Essex, Cabinet Maker. July 26 at 2 at 145, Cheapside. Grigsby, Hills pl, Oxford st
Wincott, William, Leamington Priors, Warwick, Builder. July 27 at 11 at the Manor House Hotel, Leamington Priors. Boddington, Warwick
Withers, Frederick, Exeter, Baker. Aug 1 at 3 at the Castle Hotel, Castle st, Exeter. Orchard, Exeter
Wood, Samuel, Macclesfield, Chester, Ironmonger. July 31 at 3 at offices of Barclay and Henstock, Exchange chambers, Macclesfield
Wood, Thomas Henry, Eynsford, Kent, Farmer. July 31 at 11 at offices of Hayward, Dartford
Woolhouse, John, Wellingore, Lincoln, Farmer. July 26 at 11 at offices of Andrew, Silver st, Lincoln
Wright, George, Great Grimsby, Grocer. Aug 9 at 3 at offices of Grange and Wintringham, St Mary's chambers, West St Mary's gate, Great Grimsby

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